

<p style="text-align: right;">Page 58</p> <p>1 THE CHAIRPERSON: Now, when 2 you say you'll take the risk for the 3 6 percent, does that mean that if you come 4 across some area that's not built, that's 5 been taken down, you will fix it yourself? 6 MS. JANELLE: Yes. 7 THE CHAIRPERSON: At your 8 cost? 9 MS. JANELLE: At our cost. 10 We have proposed to upgrade and maintain this 11 network, and that includes the missing 12 portions. Now, that is, Commissioner, with 13 respect to the 6 percent. 14 THE CHAIRPERSON: What if 15 it's 7 percent? What if it's not 6 percent? 16 MS. JANELLE: If it's 7 17 percent or 8 percent, I think my client would 18 allow me to state that we would accept that 19 also. What we're asking for is what's out 20 there in an as-is condition. We're not 21 asking them to do a single thing in this 22 proceeding, except with the caveat that the 23 stipulation that resolved the appeal provided 24 that anything that SBC takes down from the 25 resolution of the appeal to the present, if</p>	<p style="text-align: right;">Page 60</p> <p>1 want to attach wires to the poles, they have 2 an obligation to know what is out there on 3 those poles, especially now when the 4 communications gain is at such a premium and 5 they have essentially dead wire taking up 6 space. 7 The analogy I would give you 8 to demonstrate that this is their burden is 9 with respect to CL&P. The Department has 10 recently been engaged in proceedings with 11 CL&P, and Commissioner Downes, I've seen you 12 before there, where -- 13 COMM. DOWNES: Oh, just 14 for 18 days of hearings. Not a problem. 15 MS. JANELLE: Just a couple 16 days -- where it was found that CL&P had not 17 kept adequate records of its streetlight 18 facilities. They didn't know what lights 19 were out there, what wattages they were, and 20 the Department found that could be completely 21 unacceptable, and the Department ordered them 22 to audit the entire CL&P streetlight network 23 in every town in which they provide service 24 and to do it at their own cost. And I don't 25 see any difference from that case to this</p>
<p style="text-align: right;">Page 59</p> <p>1 they ultimately lose in this proceeding and 2 all final appeals coming out of it, they are 3 going to put it back up at their expense and 4 at a time line that we have agreed on. 5 So we're willing to accept 6 what we believe is a 94 percent accurate 7 inventory. We haven't physically seen it 8 because we requested it by way of discovery, 9 and we never got it. So, you know, we're 10 still looking to see those plans, and this is 11 another thing that we hoped would be resolved 12 in phase two of this proceeding. 13 Additionally, I have to note 14 that on the inventory issue we also believe 15 it is inappropriate for anyone other than the 16 public service company to have to pay for the 17 public service company to straighten out its 18 records. SNET is the joint pole owner in 19 most cases. In some cases the sole pole 20 owner, and in pretty much all cases the 21 custodian of the poles. They have an 22 obligation to know what is out there for 23 reasons of public safety. 24 They are the custodians of 25 attachments. When people come to them and</p>	<p style="text-align: right;">Page 61</p> <p>1 case. 2 My third point with respect 3 to the issues that we believe are beyond the 4 scope is the cost of service. I would agree 5 with Attorney Moreira that Gemini has said, 6 TSLRIC, there's a fundamental problem with 7 performing TSLRIC cost of service, though, 8 for this particular network because it's 9 abandoned property. By definition, it has no 10 value. 11 Now, there's no such thing as 12 a free lunch, and Gemini is not standing here 13 saying that, well, we should get it for 14 nothing because there's no value if you do a 15 cost of service. This is an issue. How the 16 cost of service needs to be done is an issue, 17 again, that we felt would be discussed in 18 phase two. We have suggested that it can be 19 discussed through a technical meeting. 20 However, we don't think that it's necessary 21 to go out and do a cost of service for every 22 nut and bolt on every pole in every part of 23 the network in the state of Connecticut. 24 We believe that you can take 25 a random sampling, whether it's a three-mile</p>

<p style="text-align: right;">Page 62</p> <p>1 stretch or a five-mile stretch, take five or 2 six of them in different places in the state 3 and extrapolate that to get a per-mile cost 4 for this network. And I would point out that 5 SPV leased this network. They didn't lease 6 it on a nut-and-bolt basis by individual 7 components. They leased the network as a 8 whole, and that's what we're seeking to do 9 here. We want to lease what's there on a 10 per-mile basis, in an as-is condition. We'll 11 upgrade it. We'll maintain it. And any 12 negligible costs to perform this kind of cost 13 study to figure out what this rate is going 14 to be should be put in the rates for rental 15 of the network.</p> <p>16 THE CHAIRPERSON: Did SPV 17 lease it on a per-mile basis?</p> <p>18 MS. JANELLE: I don't know 19 exactly how SPV leased it because that is 20 another document that we sought through 21 discovery, and we were denied. So I was not 22 able to see the actual leasing agreement, but 23 based on our limited knowledge of what 24 occurred in the SPV docket, we believe that 25 SPV leased this network as a whole and not on</p>	<p style="text-align: right;">Page 64</p> <p>1 Now, I'd like to spend a few 2 minutes talking about some of the argument 3 that we've heard today and some of the 4 arguments that SBC has raised in its written 5 exceptions. And, again, I want to 6 reemphasize that I believe that these are 7 just a restatement of the arguments we've 8 seen in the briefs and we've heard over and 9 over again, and we believe you got it right, 10 but hopefully I'm going to convince you that 11 you got it right.</p> <p>12 With respect to whether or 13 not these facilities are a part of SNET's 14 network, the Department did a very, very 15 thorough review of the history of this 16 network and the ISNET network and the intent 17 to transition SBC over to this network in its 18 entirety. We believe that fully supports the 19 fact that this is part of their network.</p> <p>20 Furthermore, something that 21 SBC did not mention today but is in the 22 record of this proceeding is that the HFC 23 facilities are HFC, hybrid fiber co-ax. 24 There are fiber portions of the facilities. 25 There are coaxial portions of the facilities.</p>
<p style="text-align: right;">Page 63</p> <p>1 an individual nut-and-bolt basis.</p> <p>2 So ultimately we believe that 3 there's a tremendous opportunity to 4 jump-start competition here and especially in 5 a time when major players are leaving the 6 local market, including AT&T. Gemini is 7 ready to come in. We're ready to provide 8 service. However, the draft decision, 9 although it's, we believe, absolutely right 10 on the law, unfortunately places cost 11 barriers to our entry into the market and our 12 use of the network, that if they stand, we're 13 out of the game, and we'd like the Department 14 to remove those portions regarding the OSS, 15 the cost of service and the inventory from 16 the draft and schedule a technical meeting 17 where we can sit down and figure out, maybe 18 we don't need an entire phase two proceeding, 19 maybe some of these issues can be worked out, 20 and that would be a jump-start to our 21 negotiation on an interconnection agreement 22 with SBC because we realize that we are going 23 to need to do that also, and a lot of these 24 issues, such as maintenance, are dealt with 25 through interconnection agreements.</p>	<p style="text-align: right;">Page 65</p> <p>1 That encompasses the entire HFC network. SBC 2 is currently using the fiber in Project 3 Pronto to provide telecommunications 4 services.</p> <p>5 So what they're attempting to 6 do is take this HFC network and break it down 7 and say, well, we're using the fiber, so 8 that's part of our network, but we're not 9 using the co-ax so that's not part of our 10 network. That's an artificial dismemberment 11 of this network, and we submit that that's 12 absolutely no support for their claim that 13 it's not a network, not part of the network 14 and therefore not a network element.</p> <p>15 Additionally, SBC has posited 16 that in order to be a network element, it has 17 to be used for telecommunications purposes. 18 However, their contention is it has to be 19 used by them for telecommunications purposes. 20 We submit that the fourth circuit case is 21 absolutely clear on this. It has to be 22 capable of use and easily called into 23 service.</p> <p>24 We know it's capable of use 25 because almost every cable company in the</p>

<p style="text-align: right;">Page 66</p> <p>1 state is providing telephony services over an 2 HFC network. It's clearly capable of use. 3 And it's easily called into service. It's 4 there. It's on the poles. It's not wrapped 5 up stored in a warehouse, and we can go out, 6 hook up our electronics and turn it on. 7 It's not any big complicated 8 process. SBC has to do nothing. They have 9 to sit back, wait for our phone call. We're 10 going to -- we constructed the necessary 11 fix-ups in West Hartford and we'd like to 12 turn it on. We're going to turn it on on the 13 10th. Send us a bill. That's all they have 14 to do.</p> <p>15 With respect to the evidence 16 on the record for a finding of impairment, 17 I'm a little perplexed with respect to this 18 argument. There's plenty of evidence on the 19 record. There were interrogatories. There 20 were interrogatory responses as to our 21 impairment. Under the UAPA the Department is 22 allowed to take notice and utilize facts and 23 circumstances within its expertise and 24 knowledge. There are all kinds of dockets 25 going on at the Department right now, the</p>	<p style="text-align: right;">Page 68</p> <p>1 So the allegation that they 2 didn't know you were going to make a finding 3 of impairment, I don't believe is credible 4 because we couldn't make the unbundling 5 determination without the impairment finding 6 at the same time. And SBC must have felt 7 that there was enough record evidence for the 8 Department to make this determination because 9 they specifically waived the hearings in this 10 matter.</p> <p>11 If they felt that there was 12 not enough evidence, they should have said, 13 no, 247(b)(a) says you must have a hearing, 14 and they could have brought in their 15 witnesses. They could have put on their 16 evidence with respect to technical 17 infeasibility. They could have 18 cross-examined our witnesses on our discovery 19 responses concerning impairment. They chose 20 not to do that. They made a knowing, legal 21 waiver of the hearing in this matter, so we 22 think that there's ample evidence and that 23 the ruling is correct.</p> <p>24 With respect to the 25 contention that this is business-plan</p>
<p style="text-align: right;">Page 67</p> <p>1 competition docket, the triennial review 2 docket.</p> <p>3 The Department is well aware 4 of how costly it is to construct this 5 network, not only from SBC's filings when it 6 constructed it, but Gemini has also 7 constructed an HFC network in parts of the 8 state that the Department is aware about. 9 The Department is aware of issues surrounding 10 pole licenses and the ability to get on the 11 poles. These issues have been before the 12 Department. There's ample evidence on the 13 record in this proceeding and within the 14 Department's own specialized knowledge to 15 make a determination of impairment.</p> <p>16 The argument that SBC didn't 17 know you were going to make a factual finding 18 as to impairment, I do not understand. If 19 you look at SBC's motion to bifurcate and the 20 Department's ruling bifurcating this 21 proceeding, part one, phase one, this 22 proceeding, was going to deal with unbundling 23 of the HFC network, the ability to unbundle. 24 In order to unbundle, you must make a finding 25 of impairment. That's a requirement.</p>	<p style="text-align: right;">Page 69</p> <p>1 specific unbundling, SBC's interpretation of 2 the triennial review order misses the point. 3 It is not business-plan specific unbundling. 4 A business plan is a method of serving 5 customers. It is not a technology. And the 6 TRO makes this distinction very clearly.</p> <p>7 A business plan is if Gemini 8 were to say, we want to access UNEs to 9 provide service only to DPUC commissioners, 10 that's a business plan. Or if we want access 11 to UNEs to provide only data service to 12 high-rise buildings, like the data service 13 providers, that's a business plan.</p> <p>14 The TRO drops a footnote, a 15 footnote to paragraph 115 where it says a 16 business plan would be like seeking to serve 17 only customers named Sam; that's 18 uneconomical. In order to have a business 19 plan that is permissible to utilize unbundled 20 network elements, you're to seek to serve as 21 many customers with as many services as 22 possible. It doesn't discuss technology.</p> <p>23 Gemini wants to serve 24 everyone it can with a full suite and range 25 of services. That is its business plan. Its</p>

Page 70

1 technology happens to be HFC, which is part
2 of the telco's network and, we submit,
3 correctly subject to unbundling by the
4 Department.
5 And, again, I'd refer you to
6 the footnote to paragraph 115 of the
7 triennial review order because it makes it
8 abundantly clear.
9 With respect to the argument
10 that unbundling is a disincentive for SBC to
11 test and invest in new technologies, again,
12 that is one of the -- it's incorrect because
13 it is one of the premises of the TRO that the
14 FCC's ruling that they would not unbundle
15 advanced facilities, certain types of hybrid
16 networks and fiber to the home, is because
17 they want ILECs to invest in these
18 technologies without the fear that CLECs are
19 going to come in and say, oh, we want to use
20 that, too, at a discounted cost without
21 having put in any of the money, any of the
22 investment.
23 That's not the case here.
24 We're not talking about a new technology.
25 We're not talking about something that SBC

Page 71

1 has incentive to invest in. They've
2 abandoned it. It's rotting on the poles. It
3 can't even be used in its current form
4 because it has degenerated so much.
5 If SBC were to invest in a
6 future technology, a PDQ technology or
7 whatever is out there, and it works for them,
8 I'm fairly confident that the Department
9 would not and could not unbundle it. But if
10 they invest in something that's paid for by
11 ratepayer money, and I disagree entirely that
12 this network was not paid for by ratepayer
13 money, and I believe that you'll probably
14 hear from Mr. Vallee quite a bit on this
15 point, as this network is still in SBC's
16 depreciation reserve --
17 COMM. DOWNES: We're counting
18 on it, madam.
19 MS. JANELLE: Yes. Because
20 this network has been abandoned and because
21 it's paid for with ratepayer money, they have
22 no incentive to invest in it, and it is not
23 protected by the triennial review order. In
24 fact, it is this type of granular
25 market-specific analysis that the triennial

Page 72

1 review order wants the Department to engage
2 in to look at the facts and circumstances of
3 this network, and to make a finding that in
4 this market, because of these circumstances,
5 it's subject to unbundling. Otherwise, it
6 sits there and it rots, and that's not good
7 for anybody. It's not good for SBC; it's not
8 good for us, and it's not good for
9 Connecticut consumers.
10 COMM. DOWNES: Well, God
11 knows our analysis has certainly been
12 granular.
13 Back up for a moment here,
14 and I realize you were not an engineer, but
15 just talk to me a little bit more about this
16 point about the fiber and the co-ax. I
17 believe I heard you a little bit earlier
18 saying that SBC is, in fact, using some
19 portions of the system, namely, the fiber
20 portions. Just talk to me a little bit about
21 this. Is this a situation where in some
22 areas fiber is carrying the signal and then
23 it turns over to co-ax, or are these
24 literally side by side on the same units?
25 And I will give you the graceful escape. I

Page 73

1 realize you are not a professional engineer,
2 and so --
3 MS. JANELLE: I was going to
4 say I'm going to heavily caveat my answer
5 with the fact that I was an English/Russian
6 major in college --
7 COMM. DOWNES: There you go.
8 MS. JANELLE: -- so we're
9 going to do this real simple kindergarten --
10 COMM. DOWNES: Good.
11 THE CHAIRPERSON: I noted you
12 didn't multiply ten times a thousand and
13 you're saying now that --
14 MS. JANELLE: Thank you,
15 because my math is equally as bad, the
16 embarrassment of giving the wrong answer.
17 COMM. DOWNES: Well, it's
18 even more embarrassing to have to ask the
19 question. It demonstrates my ignorance on
20 this, but perhaps you can help me out, in any
21 event.
22 MS. JANELLE: My
23 understanding -- and, again, this is from our
24 discussions with SBC, the discussions we had
25 across the street in Superior Court, with

<p style="text-align: right;">Page 74</p> <p>1 Department staff and with Judge Levine -- my 2 understanding is that -- and actually I think 3 SBC submitted a diagram. Is there a diagram 4 of the facilities? I think there is a 5 diagram in the record in these proceedings. 6 My understanding is you have the co-ax wire 7 here. The fiber is essentially sort of wound 8 around the co-ax wire, so they're using the 9 fiber in their Project Pronto to transport 10 telecommunications services, and in fact when 11 we discussed the facilities that were being 12 removed and discarded, we talked about the 13 necessity of unwinding the fiber in some 14 cases because it was being used, and it came 15 to light that where they were using that 16 fiber that was wound around, they weren't 17 throwing away those portions of the network. 18 THE CHAIRPERSON: I seem to 19 recall from the original SPV case that that 20 is all encased inside a large sheath, and it 21 is wound around and encased inside a sheath. 22 Is that correct, Mr. Andrasik? 23 MR. ANDRASIK: Commissioner, 24 in some cases the fiber is overlashed on top 25 of the -- the co-ax is overlashed on top of</p>	<p style="text-align: right;">Page 76</p> <p>1 THE CHAIRPERSON: Please. 2 MS. JANELLE: With respect to 3 the argument that the draft decision 4 impermissibly relies on the UNE remand order, 5 we think that the footnote cited by 6 Mr. Moreira in the draft decision saying that 7 the Department disagrees with the contention 8 that this was fully vacated and remanded is 9 an accurate footnote. I would submit to you 10 that the easiest way to fix this issue, if it 11 is an issue, is to go to the TRO and replace 12 your UNE remand order cites with TRO cites, 13 because although -- although this impairment 14 test was vacated and remanded, it was vacated 15 and remanded not because of what the test 16 was, but because the FCC -- excuse me -- the 17 Court said you didn't do enough of a market 18 specific analysis and a granular analysis, 19 and you relied too heavily on costs. So it 20 went back to the FCC. And the FCC issued the 21 TRO, and if you look at the impairment test 22 set forth by the TRO, it's substantially the 23 same except that now you can't rely so 24 heavily on costs, you've got to rely a little 25 more on the other factors, and there's got to</p>
<p style="text-align: right;">Page 75</p> <p>1 the fiber. Other cases, it's really 2 separate. That does not necessarily mean or 3 have any impact on how we've used it. We've 4 always said we've used the existing fiber 5 since the early ISNET days to provide 6 services that were in need of optical 7 facilities. We've continued to repurpose 8 some of the HFC fiber to provide telephony 9 facilities. As Mr. Moreira demonstrated on 10 the map, fiber to RT's, remote terminals, is 11 a frequent use of how we repurpose the fiber. 12 THE CHAIRPERSON: John 13 Andrasik is SNET's technical geek in charge 14 of this stuff. 15 MS. JANELLE: So I would 16 agree that based on what Mr. Andrasik just 17 said that they're using a part of this 18 network, so the claim that it's not part of 19 their network I fail to understand. And I 20 hope that answers your question, 21 Commissioner. 22 COMM. DOWNES: Yes, ma'am. 23 That's very fine. Thank you. 24 MS. JANELLE: May I continue? 25 COMM. DOWNES: Please.</p>	<p style="text-align: right;">Page 77</p> <p>1 be this granular, market-specific analysis. 2 The Department has just 3 performed the granular, market-specific 4 analysis, and I think you can find parallel 5 paragraphs in the TRO that state exactly what 6 SBC is claiming the Department is relying on 7 the UNE remand order for. 8 With respect to we can't 9 unbundle this because we don't know what to 10 call it, it's not a loop, it's not a switch, 11 it's not all of the other technical terms, 12 you can call it anything you want. You can 13 call it HFC network. You can use Attorney 14 Moreira's term and call it a quasi-loop. The 15 fact is it functions as a loop, and just 16 because HFC network is not on the FCC's list 17 of things nationally that can be unbundled 18 doesn't mean that this Department cannot 19 unbundle it and doesn't mean it's not subject 20 to unbundling. 21 It was very adequately 22 briefed by both parties that the Department 23 has independent statewide jurisdiction to add 24 network elements to the list. That was 25 admitted by SNET in its District Court</p>

Page 78

1 complaint that this Department took
2 administrative notice of.
3 Call it whatever you want.
4 It doesn't matter to us. But we believe that
5 it functions as quasi-loop and therefore this
6 Department can unbundle it.
7 And I think that's all that I
8 have. I didn't speak nearly as long, but I
9 just want to --
10 MR. MOREIRA: We win.
11 MS. JANELLE: Not yet. I
12 just want to sum up by saying --
13 COMM. DOWNES: No, this is
14 not trial by ordeal, even though it may seem
15 that way.
16 MS. JANELLE: I just want to
17 sum up by saying that notwithstanding all of
18 the rebutting of all of these arguments, we
19 would like the Department to focus on the
20 draft decision's requirements with respect to
21 the cost of service, the inventory and the
22 OSS because those are fatal to Gemini and we
23 believe any other competitor coming in to use
24 this network. You're correct on the facts,
25 you're correct on the law, you're correct to

Page 79

1 unbundle in the way that you have. We think
2 that this decision is fully sustainable on
3 appeal. However, it will be a hollow
4 decision if these costs that really are a
5 barrier to entry are imposed on a competitor
6 that wants to utilize this network.
7 And I'd be happy to answer
8 any other questions you have.
9 THE CHAIRPERSON: I think
10 you've done fine. Thank you.
11 COMM. DOWNES: May I just
12 torture her briefly?
13 THE CHAIRPERSON: I tried to
14 help you out. I really did.
15 COMM. DOWNES: I know, I
16 know.
17 MS. JANELLE: Thank you,
18 Commissioner. I appreciate it.
19 COMM. DOWNES: And you were
20 so close.
21 Look, I have to confess to
22 you that I am -- for me I guess the
23 disconnect on this is why wouldn't Gemini
24 want to just purchase this facility already?
25 I mean, you know, I listened very carefully

Page 80

1 as you talked to us a little bit earlier
2 about leasing the facility, making the
3 upgrades, doing the various interconnection
4 and other kinds of things you've got to do,
5 and I believe at one point you also said that
6 Gemini also runs some other HFC facilities --
7 MS. JANELLE: That it has
8 constructed on its own, that's correct,
9 Commissioner.
10 COMM. DOWNES: So I guess
11 I'm -- I guess I'm just a little bit
12 mystified, and there's probably a perfectly
13 obvious reason that I'm not seeing, but
14 perhaps you could just talk to me a little
15 about that.
16 MS. JANELLE: Certainly.
17 COMM. DOWNES: Wouldn't it
18 make more sense just to buy the darn thing
19 already and --
20 MS. JANELLE: Well, it would,
21 and quite frankly the answer is we want to
22 buy it.
23 COMM. DOWNES: Oh.
24 MS. JANELLE: We would love
25 to buy it. We did entertain negotiations

Page 81

1 with SBC, and without disclosing anything
2 that went on in those negotiations,
3 ultimately we believe that the price that we
4 were offered, which was in the very high
5 multimillion dollars, represents multiple
6 times over what this abandoned, decrepit,
7 degenerated network is worth. And there was
8 absolutely no movement on that price from
9 SBC.
10 And this issue was revisited
11 when we were before Judge Levine because he
12 said exactly the same thing, and he put the
13 two of us in a room together and he said, You
14 want it; you don't want it; buy it. And, you
15 know --
16 THE CHAIRPERSON: Judge
17 Levine said that?
18 MS. JANELLE: Yes.
19 THE CHAIRPERSON: I'm
20 surprised.
21 MS. JANELLE: We spent a full
22 day --
23 COMM. DOWNES: Be careful
24 now.
25 MS. JANELLE: -- in

Page 82

1 negotiations with Department staff and the
 2 Assistant Attorneys General present, and
 3 there was no movement on that number, and as
 4 far as we're concerned the number is
 5 outrageously inflated, and I don't know if
 6 it's designed to prevent a competitor from
 7 buying the network, but certainly we don't
 8 believe anyone will at that price. Certainly
 9 we will not.

10 COMM. DOWNES: And I will
 11 give your friend here an opportunity to rebut
 12 in a moment here.

13 MR. MOREIRA: I do speak out
 14 of turn.

15 COMM. DOWNES: Well, we'll
 16 just allow it this one time.

17 MR. MOREIRA: We are curious
 18 to see what they think it's worth because
 19 they never countered the offer, so it is
 20 interesting.

21 MS. JANELLE: Well, we think
 22 we did counter in Superior Court, but that's
 23 beside the point. The fact of the matter
 24 is --

25 COMM. DOWNES: We're kind of

Page 83

1 enjoying the colloquy here.

2 MS. JANELLE: Maybe we can
 3 settle this now.

4 MR. MOREIRA: Again, I'll
 5 listen to the number. I'm just waiting for
 6 it.

7 MS. JANELLE: The fact of the
 8 matter is that the number that we were told
 9 that there was absolutely going to be no
 10 movement on was so astronomically high as to
 11 prevent even consideration of it. Quite
 12 frankly, there was no way we could pay for it
 13 and absolutely no way we could ever get
 14 financing for it at that high of a number.

15 COMM. DOWNES: Thank you,
 16 ma'am. I appreciate it.

17 MS. JANELLE: Thank you very
 18 much.

19 THE CHAIRPERSON: Thank you.
 20 Attorney Vallee.

21 MR. VALLEE: Yes, thank you,
 22 Commissioner. Good morning -- good
 23 afternoon, Commissioners.

24 COMM. DOWNES: Good
 25 afternoon, sir.

Page 84

1 MR. VALLEE: Commissioner
 2 Downes, I was present with Judge Levine
 3 asking that same question --

4 COMM. DOWNES: Yes.

5 MR. VALLEE: -- and there was
 6 an interesting answer, and I don't know the
 7 answer either, but there was not a meeting of
 8 the minds.

9 COMM. DOWNES: Yes, that
 10 seems apparent at this point.

11 MR. VALLEE: Yes, I'm afraid
 12 it was. It is a very good question, but you
 13 know you could flip the question and ask the
 14 question, why doesn't SNET want to lease it,
 15 because they certainly have the opportunity.
 16 The Department has just issued a decision
 17 saying go ahead and do it, it's legal.

18 COMM. DOWNES: Well, I just
 19 haven't gotten Mr. Moreira in front of me --

20 MR. VALLEE: We'll have to
 21 get him back up here.

22 COMM. DOWNES: -- to ask him
 23 part two so --

24 MR. VALLEE: Give him a shot.
 25 That's a good question, and I really don't

Page 85

1 have the answer to that. There was clear
 2 financial -- I mean, there were numbers
 3 battered around. I don't remember them, but
 4 they clearly were quite divergent.

5 Because the OCC's position is
 6 that the draft decision is terrific, and it
 7 is the right decision, it's legal, and it
 8 makes a lot of sense, it advances public
 9 policy, all of which is good, all of which is
 10 a win-win.

11 THE CHAIRPERSON: You're
 12 scaring me.

13 COMM. DOWNES: You old
 14 flatterer, you.

15 MR. VALLEE: I've got the
 16 apples out front.

17 COMM. DOWNES: Yeah.

18 MR. VALLEE: Because it
 19 should be a win for SNET. That's why that
 20 question is out. That's why it's an
 21 important question.

22 Right now it's not generating
 23 any revenue, and if you light it up or do
 24 whatever it does, you just sit back and watch
 25 the money come in, and what's wrong with

<p style="text-align: right;">Page 86</p> <p>1 that? Right now it's actually a cost 2 because, as we know, they're stripping it 3 down off the poles wherever they can find it, 4 wherever it gets in their way. Well, that's 5 a cost. You roll up the truck and the guy 6 has to do all this stuff. 7 So the Department has 8 essentially said, Waste not, want not, and it 9 seems like a pretty good deal, so that's 10 really the question. 11 COMM. DOWNES: Well, we're 12 glad we made somebody happy. 13 MR. VALLEE: That's right. 14 We're happy. We're happy here. Consumers 15 should be happy because that's a win-win for 16 them, too. 17 MS. JANELLE: Us too. 18 MR. VALLEE: SNET has a win. 19 They have revenues coming in. Consumers are 20 obviously going to benefit from the 21 competition and all the things that we know 22 accrue from competition, and Gemini is here, 23 you know, hat in hand petitioning the 24 Department, Come on, come on, what about it? 25 And you say, Okay, good idea, go ahead and do</p>	<p style="text-align: right;">Page 88</p> <p>1 So the TRO essentially says, 2 Broadband, competitors, you don't get a crack 3 at that. You get to play with the old 4 network. If you want, go ahead, you can 5 lease that. SNET has to lease it, and you 6 get to lease it, and we get to use it, and 7 you're all happy with that. But that new 8 stuff, you don't have to lease that. That 9 incents SNET and companies like it, the other 10 RBOCs, to spend their money to build that 11 thing out. 12 And the Department looked at 13 this technology where the drawing is, the red 14 part, as opposed to the blue part, which is 15 really what that is about, and said, you 16 know, the TRO doesn't talk about this thing 17 because it's unique. This is the only RBOC 18 that still owns this type of stuff. The TRO 19 talked about really advanced stuff, fiber to 20 the curb and all of that good stuff, and it 21 talked about twisted pair copper, and we've 22 just talked about that difference, but this 23 thing is -- what is this? It's in the 24 middle. So the Department had to make a 25 decision about what is it and where does it</p>
<p style="text-align: right;">Page 87</p> <p>1 it. 2 So we certainly hope there's 3 no federal litigation or any other kind of 4 litigation, that we would just move forward 5 to a practical resolution of this thing. 6 The public policy I'd like to 7 talk about for a moment, the TRO has been 8 mentioned a few times, the triennial review 9 order, and there was a distinct public policy 10 that was enumerated by that, and SNET has 11 claimed, Well, you did it all wrong. They 12 went through all the piles of paper and 13 wandering around and drawings, too, which are 14 very pretty. 15 THE CHAIRPERSON: Very 16 impressive. 17 MR. VALLEE: But the public 18 policy was clear. Congress essentially said 19 and the FCC has now put it in writing with 20 the TRO, We'd like broadband to happen in 21 this country. It's important to us. Let's 22 do that. Let's all do that together. 23 We need economic incentives, 24 which I think SNET talked about, certainly 25 Gemini is aware of.</p>	<p style="text-align: right;">Page 89</p> <p>1 belong? 2 And the OCC believes this is 3 the right decision because it's still sitting 4 on the poles all across Connecticut, all of 5 that red stuff over there, and it isn't being 6 used. It's being stripped down by a company 7 that has written it off, and we will talk 8 about who paid for it. But it should be 9 used. It can be used. We have a willing and 10 able lessee -- is that what it is? -- ready 11 to do it, and the Department has reached the 12 right decision which is, yeah, do it. 13 Let me do that money thing. 14 I wrote a quick note when you asked that 15 question. It was a really good question. 16 COMM. DOWNES: Yes. I'm 17 tingling with anticipation. 18 MR. VALLEE: I can imagine. 19 I'm sure SNET is, too, taking notes 20 copiously. 21 It was the money from 22 ratepayers is basically the thing. I seem to 23 remember and I'm sure those of us who were 24 there in those days with video dialtone and 25 all of that good stuff can remember there was</p>

<p style="text-align: right;">Page 90</p> <p>1 some kind of 50/50 split that I remember. We 2 had six fiber lines. Three of them were -- 3 what was it, two were going to do this and 4 two were going to do that -- John will 5 correct me if I'm wrong -- and then there 6 were two spares, but in any case you had six 7 of them. When we cut them in half, there 8 were three on either side of this thing, and 9 50 percent of the cost of putting this thing 10 together ISNET was going to be paid by 11 telephony ratepayers as opposed to potential 12 CATV or cable or cable people.</p> <p>13 Now we've got the RBOC 14 fantasy, as I like to think of it, of 15 alternative regulation changed everything, 16 and the thing it most seems to have changed 17 is that ratepayers disappeared. They're 18 like, hello, where -- there are no ratepayers 19 here. We don't have ratepayers anymore. We 20 only have shareholders. We only have our 21 money.</p> <p>22 There's no rate of return 23 case. There's no rate case. We don't talk 24 about ratepayers and how much we spent, 25 ratepayers.</p>	<p style="text-align: right;">Page 92</p> <p>1 there will be a new drawing about that, the 2 two parallel railroad tracks.</p> <p>3 But the thing that we've got 4 to recognize here is that the draft decision 5 goes into the history, as Ms. Janelle pointed 6 out, and I think the history in the draft 7 decision is correct. The SNET rewrite is a 8 little bit off the track.</p> <p>9 So what happened was they set 10 out to build a substitute network, which we 11 talked about. That's the red network. And 12 it was going to completely substitute for 13 copper twisted pair. That was the deal. 14 That's what we heard. We heard, Give us the 15 money, and we will give you all kinds of 16 crazy services you're going to love, and as I 17 remember the number it was 70 percent more 18 productivity off this thing. Squirrels 19 weren't going to eat it, the rain didn't like 20 it, it was going to be unbelievable. It even 21 fixed itself. It was self-healing. I love 22 that. Okay.</p> <p>23 But somewhere along the 24 track, we were riding along with the 25 locomotive and all of a sudden we came off</p>
<p style="text-align: right;">Page 91</p> <p>1 Okay. But who pays the bills 2 every month? Shareholders? Well, maybe they 3 do, but not as shareholders. And where does 4 the revenue come from? It comes from rate -- 5 oh, we can't talk about ratepayers.</p> <p>6 They didn't do a stock thing 7 that said -- they didn't go to Wall Street 8 and say, Hey fellows, we really want to do 9 this ISNET thing, give us six billion dollars 10 or four billion dollars or bunches of 11 billions of dollars. They said, We're going 12 to pay for it as we go. It's going to be 13 part of our improvement plant, and that's how 14 it worked, and that's the answer.</p> <p>15 So, yeah, they wrote it off, 16 and yes, the Department said when you wrote 17 it off, whatever is remaining is a 18 shareholder expense. I'm cool with that. So 19 that's the business there.</p> <p>20 Now, we had the whole 21 business about the barren plane and the two 22 railroad tracks, A and B, narrow and wide. 23 Why the new one, the broadband is narrow, is 24 one of the things I'm worried about, but 25 maybe we'll hear about that later. Maybe</p>	<p style="text-align: right;">Page 93</p> <p>1 the track, and we derailed it, and what was 2 that? Was that really because it didn't 3 work? I don't think so, because it works. 4 They use it. They're in here begging for it. 5 The cable T.V. people, there's some of them 6 here, too; they use it. But it doesn't work. 7 Okay.</p> <p>8 So what really happened? 9 What really happened was they suddenly 10 discovered, whoa, the cable guys are running 11 like maniacs, upgrading to 750-megahertz so 12 we can do telephony, and we're going to pay 13 for it, and they did. Okay. Well, wait a 14 minute. We're losing that race but we --</p> <p>15 THE CHAIRPERSON: I seem to 16 recall it repowering the network.</p> <p>17 MR. VALLEE: Powering the 18 network was a problem, but could they have 19 done it? You betcha. They could have done 20 it. They didn't want to do it. They wanted 21 to put the power down on the communications 22 gain. You're right, that --</p> <p>23 THE CHAIRPERSON: I recall 24 that.</p> <p>25 MR. VALLEE: That was a</p>

<p style="text-align: right;">Page 94</p> <p>1 problem, and Lucent did withdraw from the 2 business. That's a problem, too. So how 3 come they're doing it? That's not a problem. 4 That one they got fixed. 5 What really happened was DSL 6 was sitting there looking sweet and pretty 7 and just said, Come and use me. I'd be a lot 8 cheaper for you. In a nutshell that's how it 9 worked. 10 And how do they provide 11 broadband today? DSL. So they're in 12 competition with the cable people and it's 13 working great. God love 'em. But that's the 14 answer. That's why track B was cut off and 15 why it's sitting up on those poles out across 16 Connecticut. 17 So it was a substitute 18 network. It was going to totally take -- 19 that was going to be what was going to be 20 used. You would pick up the phone and say 21 "Hi, Mom" through HFC. 22 So, I mean, that's an 23 important issue especially in terms of the 24 legal analysis because this was not a trial. 25 Is Project Pronto a trial? That would be a</p>	<p style="text-align: right;">Page 96</p> <p>1 a couple of hurdles. We've got the financial 2 hurdle; we've got the technical hurdle. This 3 is an RBOC thing again, another RBOC fantasy. 4 Oh, network integrity, we can't do whatever 5 it is you just told us. They've been doing 6 it for fifty years. Okay. 7 As for spending money on 8 Gemini, you're going to do a cost of service 9 study, you talked about it, you put 10 deadlines, you've got all this good stuff, 11 and you're not legally bound to do so. Where 12 does -- where did all the costs for OSS come 13 from in the first place? It's folded into 14 the cost of service study. That's how it's 15 always been done. When these jokers pay a 16 price, oh, it's ten dollars a mile, whatever 17 the number is, fine, inside the ten dollars 18 is to pay for the OSS. This is not new. So 19 I'm not sure why -- 20 COMM. DOWNES: You meant 21 "jokers" in the very nicest possible way. 22 MR. VALLEE: I'm sorry, yes. 23 I love jokers, too. 24 COMM. DOWNES: I'm just 25 watching the colloquy behind you.</p>
<p style="text-align: right;">Page 95</p> <p>1 question to ask the company. Is Project 2 Pronto a trial? The answer has got to be no. 3 That is our future network. That's what 4 Congress told us to do. That's what the FCC 5 has told us to do repeatedly. We want 6 broadband; Project Pronto. Read it in the 7 annual report. That's what we're doing. 8 We're using the fiber, the "F" in the HFC, 9 and we're using it right now. We're using it 10 right now. It's not dead. It's not quiet. 11 It's generating revenue. It's being used to 12 carry traffic. 13 So trial schmile, it's not -- 14 it was real. It was to be the -- 15 THE CHAIRPERSON: The 16 transcript needs to know, how do you spell 17 "schmile"? 18 MR. VALLEE: There's an 19 expert right here. I'll defer to her. 20 COMM. DOWNES: It's okay. 21 Use your best phonetics. 22 MR. VALLEE: I'll wrap up 23 real quickly. You're going to hear more 24 today, I'm sure. 25 Financial hurdles. We've got</p>	<p style="text-align: right;">Page 97</p> <p>1 MR. VALLEE: You mean the 2 darts are not all going to this side? 3 COMM. DOWNES: I hope you all 4 appreciate the fact that we're trying to make 5 these hearings more entertaining. 6 THE CHAIRPERSON: You saw the 7 electric response. 8 COMM. DOWNES: Really, 9 really. I understand why Jennifer prefers to 10 be here now. I get it. 11 THE CHAIRPERSON: It's the 12 Commissioner; that's why. 13 COMM. DOWNES: Probably. 14 MR. VALLEE: There's two 15 things to think about. The first is what 16 time do you pay for the OSS? I'm not sure 17 that -- I think Gemini is correct, that the 18 scheme that's in the draft decision may not 19 be the best way. I'd suggest that in phase 20 two, we do the cost-of-service study and 21 inside that an OSS. 22 The other is will SNET lose 23 money? The RBOCs are always, Oh, we're 24 getting killed on this thing. We're under 25 water. This is terrible. This is our cost.</p>

<p style="text-align: right;">Page 98</p> <p>1 You're shoveling more cost onto us.</p> <p>2 Well, you know, they get</p> <p>3 paid. The ten dollars a mile through the</p> <p>4 cost study process and the pricing that's</p> <p>5 related to that will take care of that. They</p> <p>6 don't lose money on this. They make money.</p> <p>7 The technical stuff, the OSS</p> <p>8 that Gemini has talked about, we're here to</p> <p>9 take it as is. How can you argue with that?</p> <p>10 It's like fantastic. I mean, it's a used car</p> <p>11 off the lot, and you've got to -- I won't go</p> <p>12 into the used car.</p> <p>13 We had Apple versus IBM,</p> <p>14 different platforms. No. You can use an</p> <p>15 Apple, and I can use an Apple, and we can</p> <p>16 e-mail back and forth, and we can do all of</p> <p>17 this word processing. I mean, nobody is</p> <p>18 caring what the platform is. They want to</p> <p>19 carry traffic, and they want to, you know,</p> <p>20 have business. So it looks okay to me.</p> <p>21 So Gemini has a state and</p> <p>22 federal right that the Department has clearly</p> <p>23 identified and I think thoroughly examined</p> <p>24 and has made work. They have a right to use</p> <p>25 this thing as a lease and they should be able</p>	<p style="text-align: right;">Page 100</p> <p>1 Wright.</p> <p>2 COMM. DOWNES: Much to the</p> <p>3 relief of the various parties, not to mention</p> <p>4 Commissioner Goldberg, I have an obligation</p> <p>5 at DOT at 1:00 which I have to --</p> <p>6 THE CHAIRPERSON: In which</p> <p>7 case we'll have to adjourn these hearings,</p> <p>8 which we cannot do.</p> <p>9 COMM. DOWNES: Oh, I see.</p> <p>10 Never mind. We'll continue on. Excuse me.</p> <p>11 Sorry about that.</p> <p>12 MR. WRIGHT: John Wright on</p> <p>13 behalf of the Attorney General. Good</p> <p>14 afternoon, Commissioners. I'll try to</p> <p>15 accommodate you as best I can. As you know</p> <p>16 we filed no exceptions to the Department's</p> <p>17 draft and I intend to limit my comments</p> <p>18 accordingly.</p> <p>19 We think the Department should be</p> <p>20 commended for a very thoughtful and carefully</p> <p>21 reasoned draft decision. We think the</p> <p>22 Department got it right and the Department</p> <p>23 should approve this draft as its final</p> <p>24 decision. And this is an important case</p> <p>25 because it really represents a truly</p>
<p style="text-align: right;">Page 99</p> <p>1 to do that.</p> <p>2 I guess the last thing is</p> <p>3 it's fantastic that this company is here</p> <p>4 willing to take the risk. I'm missing -- and</p> <p>5 again, that would be a question as part of</p> <p>6 why don't you want to lease this thing --</p> <p>7 where is the risk? I mean, they identified</p> <p>8 perhaps they could get stuck with inventory</p> <p>9 costs, but Gemini said, Well, you don't need</p> <p>10 an inventory.</p> <p>11 So, you know, I'm not sure I</p> <p>12 see the risk. If there's risk that they can</p> <p>13 identify that the Department accepts and</p> <p>14 says, Yeah, that sounds deadly, maybe we'll</p> <p>15 cover you on that, have a technical meeting</p> <p>16 and maybe a letter of credit. I don't know</p> <p>17 because I don't see it at this point. Gemini</p> <p>18 appears to be willing to take that --</p> <p>19 virtually all the risk to do this thing. So</p> <p>20 I'd leave them to it and wish them luck.</p> <p>21 That's all I have. Any</p> <p>22 questions?</p> <p>23 THE CHAIRPERSON: No.</p> <p>24 MR. VALLEE: Great. Thanks.</p> <p>25 THE CHAIRPERSON: Attorney</p>	<p style="text-align: right;">Page 101</p> <p>1 meaningful step toward providing Connecticut</p> <p>2 consumers with competitive telecommunication</p> <p>3 services.</p> <p>4 The parties have articulated</p> <p>5 differences in the draft over technical</p> <p>6 issues, timing issues, costs, OSS, inventory,</p> <p>7 and those are not our issues, and we're</p> <p>8 certain the Department can handle that</p> <p>9 appropriately without imposing any unfair</p> <p>10 costs on any party, and we don't take a</p> <p>11 position with respect to that.</p> <p>12 But for the main issues in this</p> <p>13 case, the Department correctly determined</p> <p>14 that it had the authority under state and</p> <p>15 federal law to unbundle these network</p> <p>16 elements, that they were network elements,</p> <p>17 and required the Telco to provide these on a</p> <p>18 nondiscriminatory basis. And that is quite</p> <p>19 simply the entire purpose and plan and intent</p> <p>20 of the Telecommunications Act, to afford</p> <p>21 competitors access to unbundled network</p> <p>22 elements that they don't possess in order to</p> <p>23 provide competitive services, services that</p> <p>24 are competitive with the incumbent.</p> <p>25 Mr. Moreira quite articulately and</p>

Page 102

1 persuasively articulated many of the
2 arguments that have been presented to the
3 Department in the motion to dismiss, in the
4 brief, in the comments in this and in the
5 written exceptions, all arguments that the
6 Department has carefully considered and we
7 think properly rejected. They haven't raised
8 any new issues, and therefore I'm not going
9 to follow anything other than just to make a
10 few notes of comments that I heard during the
11 hearing.

12 The Telco brought up Title 47-USC,
13 Section 153 to say that the way the statute
14 defines a network element is inconsistent
15 with the Department's usage. They said it
16 has to be used to provide telecommunications
17 service.

18 Somewhere in the draft I'm sure the
19 Department said that this was the whole
20 purpose for the creation of that Personal
21 Vision Network, that they did intend to use
22 this to provide telecommunications. As
23 Gemini pointed out, portions of the network
24 are, in fact, currently being used to provide
25 a telecommunications service, and I think as

Page 103

1 the OCC pointed out that other cable
2 companies are using these same facilities to
3 provide telecommunication services.

4 With respect to finding that the
5 benefits of doing the balancing, the company
6 says you have to have a balancing of the
7 benefits of the unbundling versus the costs
8 that those impose, and the Telco suggested
9 the Department didn't do any proper balancing
10 analysis, and we would submit that the
11 Department did, and that represented a major
12 portion of the draft decision.

13 The Telco said that -- if I got
14 this correctly -- that there would be a
15 disincentive for future investment on the
16 part of companies because then they'd have to
17 say my failed investment, now I have to
18 invest time and energy and manpower to
19 turning that into something a competitor can
20 use against me, why in the world would I ever
21 take a step in the future to do that?

22 First of all, that's an enormously
23 speculative argument, but I think more
24 importantly the Department's analysis in the
25 end result was that competition was a good

Page 104

1 thing, and that's a social judgment. Even
2 though competition by itself does bring about
3 certain unpleasant results that perhaps it
4 could deter future investment if you think
5 it's too risky, sometimes it causes business
6 failures, sometimes it causes losses of jobs,
7 but we accept that as a part of competition
8 because we think that overall it provides
9 lower costs and those jobs will find more
10 productive areas in the economy as well.

11 That's the whole point behind
12 competition, that's the whole point behind
13 the Telecommunications Act, that we would
14 promote competition because of its social
15 benefits.

16 And I think I can limit my comments
17 there. If there's any questions, I'd be
18 happy to answer them.

19 THE CHAIRPERSON: I think
20 we're all set. Now, as entertaining the
21 first round is, the second round is the rapid
22 fire round because we do need to get the
23 Chairman on his way, so Attorney Moreira,
24 you're on deck.

25 MR. MOREIRA: I'm on deck and

Page 105

1 I'll be as quick as possible. The first
2 point I have to make is that --

3 THE CHAIRPERSON: The first
4 thing you can do is answer Attorney Vallee's
5 question, why doesn't SNET want to lease?

6 MR. MOREIRA: Well, I guess
7 you have to have negotiations to enter into a
8 lease, and we've never had them. We put an
9 offer out to sell it. It was not responded
10 to ever, and I tend to believe my general
11 counsel tends not to lie to me. We've never
12 heard a number back. I mean, if Gemini is so
13 keen on buying it, right, they want to use
14 it, if it's because we were so unreasonable,
15 how about putting a number on the record what
16 they think it's worth?

17 THE CHAIRPERSON: That's
18 purchasing it. What about leasing it?

19 MR. MOREIRA: Why don't they
20 counter with a market-based lease. That's
21 one of my problems with this whole decision.
22 I mean, should the Department be getting
23 involved in a business transaction and
24 siding, in effect, with one carrier and
25 saying, okay, yeah, as a matter of fact, it's

Page 106

1 not buy or lease, it's lease, and it's not
 2 lease at market base rates, it's TSLRIC. And
 3 read Gemini's written exceptions carefully.
 4 I thought they were wonderful. It's
 5 basically, Hey, you know what? Hey, thanks
 6 for giving us this stuff, but you know what,
 7 OSS, that costs money. Hey, thanks for doing
 8 that, but inventory? We don't have it. You
 9 know what? Just let us lease it a piece at a
 10 time. We want all of it, but not all at
 11 once.

12 How about having your cake and
 13 eating it too, right? And the funny thing
 14 is, surprise, surprise, Bill Vallee disagreed
 15 with us. I nearly fell off my chair. I
 16 really did.

17 THE CHAIRPERSON: He agreed
 18 with me. I once fell off mine.

19 MR. MOREIRA: Exactly. Bill
 20 Vallee thought the competitor was being
 21 reasonable. Oh, my Lord, I nearly fell off
 22 the chair. I couldn't believe it. I was
 23 like, Oh, my God, he's disagreeing with me.
 24 But that's neither here nor there.
 25 So the bottom line is are we

Page 107

1 willing lease it? If the offer was right and
 2 it was market based, sure. But they didn't
 3 even tell us. They just said, Oh, the number
 4 they asked for was just so high. Oh, my God,
 5 we couldn't even respond. That's what they
 6 said.

7 Would you like me to do the
 8 rapid fire? Here goes, as rapid fire as I
 9 can be considering it was three on one.

10 Number one, part of our
 11 network, there's no evidence in it that
 12 indicates that the co-axial facilities are a
 13 part of our network, are connected to our
 14 network. There is no evidence before this
 15 Department anywhere. The Department never
 16 even made that statement in the draft
 17 decision.

18 Number two, why did George not
 19 talk about fiber? Because it's hybrid fiber
 20 co-ax. I didn't talk about fiber, and they
 21 didn't talk about fiber. They mentioned
 22 fiber, but you know what they didn't tell
 23 you? Number one, they don't want the fiber.
 24 That's number one. Number two, the fiber is
 25 unbundled and available for unbundled access.

Page 108

1 So why would I talk about the fiber?
 2 Fiber being used for Project
 3 Pronto. I think John Andrasik made a point
 4 that, yes, some of that fiber is being used
 5 for transport. Some of it is being used for
 6 Project Pronto, but Project Pronto is not a
 7 fiber-based product for DSL. Project Pronto,
 8 what it does, it allows our copper based
 9 network to get closer to the customer.

10 So like when we had the remote
 11 terminal example that I showed here, the CO
 12 to remote terminal, that will be fiber and
 13 probably has been fiber for a long time in a
 14 lot of the remote terminals forever. We've
 15 just put more of that, put more remote
 16 terminals out there, so instead of central
 17 office being in downtown, which it is, we put
 18 a remote terminal in someone's
 19 neighborhood, now in effect you have the
 20 CO in the neighborhood, but the DSL is still
 21 on copper. It's still on copper.

22 So if you want to -- Gemini
 23 wants to use the fiber, you know the thing I
 24 didn't talk about, pick up the phone, use my
 25 OSS, I'll unbundle it for you, I'll give you

Page 109

1 a TSLRIC pricing tomorrow. They don't want
 2 it. They want the co-ax.

3 Competition. I didn't raise
 4 this argument before. This is going to bring
 5 competition for Connecticut and the consumers
 6 are going to win, and we're going to win,
 7 everybody is going to win. We're just
 8 stupid, I guess, right? We're stupid.

9 Now, they also didn't tell
 10 you, you know what Gemini does, if you go
 11 onto their web site? Gemini is a cable modem
 12 provider. That's what they do. Ask them how
 13 many POTS customers they have on their
 14 existing network. I looked at their web
 15 site. They talk about, hey, we could provide
 16 voice, we could provide this, we could
 17 provide that, but it's all about cable
 18 broadband. That's why Cox is here today.
 19 See? That's why they're here.

20 They're a cable broadband
 21 provider. They only changed their tariffs
 22 after we pointed out that to even get any of
 23 these things that are unbundled -- let's
 24 presume we unbundled the red stuff -- you
 25 would have to provide a qualifying service, a

Page 110

1 POTS-like voice service to compete with us to
 2 get that. And in our context, in the TRO,
 3 right, because it's in the loop setting,
 4 let's say a carrier wins one of those loops.
 5 They could only win that loop if they're
 6 providing the underlying voice service to
 7 that customer.

8 So if I wanted to rent a UNE
 9 and then sell Don Downes broadband only, I
 10 couldn't win that loop. If I win that loop
 11 and I provide qualifying service, which is
 12 voice, basically, whatever competes with us
 13 on a daily basis on a voice service, you
 14 could win that loop, provide the voice
 15 service. Then you could provide broadband,
 16 you could provide voice mail, you could
 17 provide long distance. Then you can pile it
 18 all on.

19 COMM. DOWNES: I see.

20 MR. MOREIRA: I'm curious,
 21 these great investors that Gemini are,
 22 they've got these great ideas, they're going
 23 to spend millions of dollars to upgrade this
 24 network and just turn the old little rickety
 25 house back to me, right? They don't want to

Page 111

1 spend \$300,000 on inventory. They don't have
 2 voice services in West Hartford where they
 3 exist today. The true voice service, they
 4 don't go to Mr. Smithers, who lives on Main
 5 Street in West Hartford and offer him voice
 6 services today. They've got to get E-911
 7 trunks and all of that wonderful stuff to be
 8 able to do it. And by the way, if they're
 9 thinking of doing it versus voiceover IP to
 10 compete with us, right now it's a
 11 touch-and-go issue, I recognize the Ninth
 12 Circuit, but right now voiceover IP is an
 13 information service, so that wouldn't even
 14 qualify. It wouldn't even qualify.

15 Let me continue.

16 THE CHAIRPERSON: That
 17 probably won't last long.

18 MR. MOREIRA: Exactly. It
 19 wouldn't even qualify.

20 Bifurcate. Let me move on to
 21 the bifurcation issue. They don't understand
 22 how things were bifurcated and why we thought
 23 the factual stuff, you know, perplexed, all
 24 that wonderful stuff. May I approach?

25 THE CHAIRPERSON: Sure.

Page 112

1 You're not going to hit me, are you?

2 MR. MOREIRA: I promise I
 3 won't. I promise. You guys didn't throw any
 4 arrows yet. There you go.

5 On the first page it says:
 6 Telco requests that the first phase of this
 7 proceeding be directed to the legal issues of
 8 the petition, okay? So far so good. There's
 9 a lot of talk in the middle. You go to
 10 page 5, first full paragraph, it says:
 11 "Finally, the Department believes the Telco's
 12 proposal to bifurcate the instant proceeding
 13 into two phases with only the legal issues
 14 being addressed in phase one and addressing
 15 Gemini's request for a cost study and
 16 inventory in phase two to be of merit."

17 That's why I said you went
 18 beyond your scope. I didn't really kind of
 19 just pull it out of my hat. I had that here.
 20 That's why. Just the legal issues. There
 21 are factual, I recognize when you do
 22 impairment there's a legal piece and there's
 23 a factual piece. The legal piece is okay to
 24 cover, but then you've still got a factual
 25 piece. To indicate that somehow we waived

Page 113

1 something, that makes absolutely no sense.
 2 Yeah, I waived to have a hearing on the legal
 3 issues. Why would we have a hearing to have
 4 regular witnesses talk about what they think
 5 the law is? It wouldn't make any sense. But
 6 that left the factual issues out, and that
 7 left the technical and feasibility as an
 8 issue to be discussed as a factual matter.
 9 That still exists.

10 And if you take a look at our
 11 comments in our briefs we said, hey, we --
 12 because we talked about burden of proof and
 13 they said, hey, the burden of proof is on
 14 them. They've got to show that it's
 15 technically infeasible.

16 I said sure I do, but we've
 17 got to do that at the next phase. I'm not
 18 going to do it today to decide the legal
 19 issues. So I didn't waive anything on
 20 technical and feasibility, especially in
 21 light of what it says here. It's what it
 22 says, not what I say.

23 Continuing on. There was an
 24 interesting thing that was said by Attorney
 25 Janelle. She said, hey, the Fourth Circuit

<p style="text-align: right;">Page 114</p> <p>1 said capable, you know, the capability test, 2 is it capable. We've never said that you 3 can't make that capable of providing 4 telecommunication services. We've never said 5 that. Why would we say that when we have Cox 6 down the street providing it, you have other 7 people doing it all over the place? That 8 would be silly. What we said is the 9 capability test is a little more nuance than 10 that. That's what we said. We said the 11 capability test requires that it be connected 12 to your network and it is something that is 13 easily called into service, which is right in 14 your draft decision. That's all we've said. 15 And that stuff that's out there is not that. 16 It's not easily called into service. I can't 17 flip a switch. Gemini says, Oh, yeah, we can 18 do it real easily. They don't have the money 19 for a \$300,000 inventory, but they're going 20 to spend the \$10 million or however many 21 millions of dollars to put out all the 22 equipment in their little piece of the neck 23 of the woods that they're going to use. That 24 they're willing to spend till ad infinitum. 25 They're going to tell you, boy, I've got the</p>	<p style="text-align: right;">Page 116</p> <p>1 approach?</p> <p>2 THE CHAIRPERSON: You may. 3 COMM. DOWNES: Thank you. 4 MR. MOREIRA: Paragraph 115 5 lays it right out. You cannot do a 6 business-specific analysis to impairment. 7 Yeah, the footnote talks about Sam, but that 8 was making a ridiculous example to show that 9 we're not going to look at it in that 10 context. To say that somehow Gemini doesn't 11 compare to that because there are technology 12 platform differences, no, their whole 13 business plan, and they've argued how they 14 establish impairment is, hey, if we're forced 15 to use that platform, which is inferior, mind 16 you, than our wonderful cable platform, our 17 whole business plan will be destroyed. They 18 said that in the damn interrogatory response. 19 Our business plan will be destroyed if we 20 have to use it. 21 And that goes to our central 22 point in this case. If I've unbundled 23 everything in the blue, including the fiber 24 which is available, how can you establish 25 impairment? The only way you can do it is if</p>
<p style="text-align: right;">Page 115</p> <p>1 money to burn. For \$300,000, lions, tigers 2 and bears won't even be able to go forward. 3 If that's not incredible, I don't know what 4 is. 5 And I said, you know what? 6 Take a good look at those written exceptions 7 because they imply, you know what, they've 8 abandoned this network. It's deteriorating. 9 It's falling apart. It's really worth zero. 10 It's worth zero. You know what? We'll pay 11 them something. 12 Bottom line, they want their 13 cake; they want to eat it, too; and they want 14 a free lunch. And that's why we haven't 15 leased it to them, and that's why we haven't 16 sold it to them, because obviously they don't 17 have the money, the \$300,000, to get what 18 they need to get. Well, maybe they should go 19 to their main investor and ask him for the 20 300,000 because I know he has it. We all 21 know he has it. 22 Business plan. I'm glad she 23 raised that because that was something I 24 wanted to give you in one of my lovely 25 handouts that I remember I had lost. May I</p>	<p style="text-align: right;">Page 117</p> <p>1 you look at what I'm doing. I'm a cable 2 modem guy. I prefer Apple versus IBM, and by 3 the way, that's a legitimate distinction. I 4 wasn't saying that somehow that was some 5 horrific thing. No. They're different 6 platforms. They operate differently. They 7 just do. I was just explaining to you that 8 we're talking about different things. It 9 doesn't mean that it has any huge basis as to 10 the decision of what we're resting our case 11 on. I know Attorney Vallee implied it, but I 12 certainly -- you don't want to call it Apple, 13 don't call it Apple. If you don't want to 14 call it IBM, don't call it IBM. Call it 15 whatever you want. It doesn't matter to me. 16 Now, what's the problem with 17 the house? What's the problem with the 18 house? Well, I was sitting there thinking 19 about it when Attorney Janelle -- she did a 20 very, very nice job. I thought she was very 21 compelling. In the house analogy I said, 22 Well, you know what George? You better have 23 something good for the house analogy. 24 She said you've got this old, 25 beat up house. I'm going to show up. I'm</p>

Page 118

1 going to pay you \$500 a month. I'm going to
 2 fix it up. I'm going to do all of these
 3 wonderful things, and at the end of the day
 4 if it doesn't work out for me, I leave, and
 5 you know what? You've got this great house.
 6 Isn't that great? Now you can rent it out
 7 for a thousand dollars a month and all of
 8 this other stuff.

9 I said, Hey, what's wrong
 10 with that analogy? I said, Well, number one,
 11 my house isn't for rent, so how the hell did
 12 you get in there? Right? Don't I have to
 13 rent it to you first at a price that I want
 14 to get? Maybe I want a thousand a month.
 15 Maybe you're not doing me any favor. Maybe
 16 that house is on Park Avenue in New York City
 17 and it's worth 15,000 a month. Right?
 18 Maybe. As is, in the crappy state that it is
 19 supposedly, right? Maybe it is worth that.
 20 And, by God, isn't that what America is all
 21 about? What's my property is my property,
 22 right?

23 Can I go to your house and
 24 say, Hey, Commissioner Downes, I see you've
 25 got an extra car. My wife and I, we're short

Page 119

1 one. I can go down and lease one from the
 2 car lot, the used car lot, because Attorney
 3 Vallee, boy, I would have bought something
 4 from him. He was so good. I almost bought
 5 something from him. I can go to that used
 6 car lot and pay fair market price for that
 7 used car, which is \$400 a month, or you've
 8 got three cars, you've only got two drivers,
 9 I'll take yours for 200 a month. It's a
 10 win/win. We all win. We all walk out of
 11 here dancing, holding hands. Of course not
 12 because that's what it's about, property
 13 interest.

14 If you take one of my sticks,
 15 and that bundle, that property interest I
 16 have in the red, and for purposes of this
 17 argument let's assume you didn't have that
 18 right, aren't I injured? Isn't that wrong?
 19 That's what it's about. It's not about
 20 fixing up the house, you know? If it was
 21 about fixing up the house and we can share
 22 and everybody will be great, let's all put a
 23 little red star on our hat. That means
 24 Communism, for all of us in here.

25 MS. JANELLE: Thanks.

Page 120

1 MR. MOREIRA: You know, let's
 2 just do that, because we're just sharing for
 3 the greater good.

4 We've already been required
 5 to share, and we've shared enough, and that's
 6 the bottom line.

7 And one last point before I
 8 go. Please read the written exceptions
 9 carefully because I think it's really telling
 10 as to what Gemini really wants. They want to
 11 steal this from us, and they're trying to get
 12 you to help them do it.

13 THE CHAIRPERSON: Thank you.
 14 Attorney Janelle?

15 COMM. DOWNES: Well, that
 16 ought to set up an exciting little rebuttal
 17 here.

18 MS. JANELLE: Exciting but I
 19 guarantee not as animated. My boss is here.

20 THE CHAIRPERSON: It didn't
 21 stop him. His boss is here.

22 MS. GARBER: I should have
 23 tied his arms down.

24 COMM. DOWNES: That's right.
 25 Please proceed.

Page 121

1 MS. JANELLE: The house is
 2 not on Park Avenue. The house is Harlem. It
 3 hasn't been lived in for ten years, and the
 4 roof is caving in. It's not worth \$50,000.
 5 And I think that the point was just
 6 completely made here. They're the ILEC, they
 7 don't want to share, not with anybody, not
 8 for anything, and certainly not at any price
 9 other than the price that they say they're
 10 going to get or you're out of business. And
 11 that is what we're talking about here.

12 And Commissioner Downes,
 13 thankfully Congress has not said that you
 14 must rent your car to anyone. And Congress
 15 has not said that you must rent your house to
 16 anyone. But Congress has said unequivocally,
 17 and it's been tested in the courts and it has
 18 survived, that SBC must rent its network to
 19 CLECs. And I'm sorry they don't like that,
 20 but that's the way it is.

21 We are here. We are willing
 22 to pay a fair price. And all this talk about
 23 negotiations, and we offered a price and they
 24 didn't counter, number one, we have in
 25 writing that the price was nonnegotiable.

<p style="text-align: right;">Page 122</p> <p>1 Number two, we sat down. We 2 requested to sit down and negotiate an 3 interconnection agreement for this UNE. The 4 response was. It's not for lease. And they 5 got up and left the table. 6 How do we negotiate a 7 market-based lease when the other party 8 leaves the table and says, It's not for 9 lease? I don't know. 10 As far as us changing our 11 business plan and changing our tariffs to 12 offer POTS have a statewide license to offer 13 POTS. We've had one for some years now. In 14 fact, our telephony tariffs have been on file 15 with the Department so long they were drafted 16 by Howard Slater. They were filed by Howard 17 Slater prior to, I believe, either 18 Mr. Moreira or Attorney Garber coming to SBC. 19 That's how long they've been there. 20 We are not currently 21 providing POTS because we haven't gained the 22 critical mass. We have a requirement under 23 Connecticut state law to utilize that license 24 within a certain period of time. That's why 25 we're here. That's what we're trying to do.</p>	<p style="text-align: right;">Page 124</p> <p>1 network that is not unbundled. That's why we 2 haven't talked about fiber. 3 When we've mentioned fiber, 4 it's because SBC says, HFC, not part of our 5 network. You're using the fiber. It's 6 connected to your network. So, again, 7 they're trying to break it down into little 8 tiny pieces so they can exclude certain 9 portions of it and keep the portions that 10 they want. ILEC mentality. 11 The last point that I want to 12 make is this idea of impairment. There's a 13 legal piece; there's a factual piece. What I 14 haven't heard, what is the legal piece of 15 impairment? The legal piece is unbundling. 16 Impairment is the factual portion of 17 unbundling. You've got to make findings of 18 fact to find impairment to reach unbundling. 19 I don't know what the legal piece of 20 impairment is. I don't know what legal issue 21 we had to decide with respect to impairment, 22 and I haven't heard -- I've heard there's a 23 legal piece and factual piece, and I've heard 24 a full explanation of what the factual piece 25 is. I haven't heard a single explanation of</p>
<p style="text-align: right;">Page 123</p> <p>1 So all of this talk about how 2 we've changed our business plan to fit some 3 legal loophole is absolutely incorrect, and 4 because SBC couldn't find our tariffs on the 5 Department's web site, we pointed out in our 6 reply brief, I believe it was, we placed the 7 link there, you can check them, you can see 8 the date that they were filed. The 9 Department knows when we were licensed. The 10 Department is well aware of our business 11 plans. 12 THE CHAIRPERSON: I miss 13 Howard Slater. 14 MS. JANELLE: I miss him 15 desperately. 16 COMM. DOWNES: Let's all sing 17 Kumbaya. 18 (Laughter.) 19 MS. JANELLE: As far as the 20 issue of the fiber, we agree the fiber is 21 unbundled, we agree the fiber is available in 22 the tariff, and that's why we haven't asked 23 for unbundling of it in this proceeding 24 because we know we can go get it. We're 25 asking for unbundling of the part of the</p>	<p style="text-align: right;">Page 125</p> <p>1 the legal piece of impairment, and I'd like 2 you to keep that in mind. 3 And I'm sorry, I said that 4 was the last point. I lied. I have one 5 more. 6 My last point is Mr. Moreira 7 seems to know far more about the financial 8 capabilities, circumstances and the business 9 plans of my client than I do. However, it's 10 not a matter of how much the inventory costs, 11 \$300,000. The fact is, why should we pay for 12 something that they have just because they 13 don't want to give it to us? They have it. 14 It's there. It's already been paid for, paid 15 for, Mr. Vallee would tell you, by 16 ratepayers. Why should we pay for it again? 17 A prudent company isn't going to throw away 18 money. It's not going to burn its money. 19 It's not going to hand it out to anybody. We 20 have a legal right under state and federal 21 law to lease this network at a fair price set 22 by this Department, not the price that the 23 ILEC says we want, not because they jump up 24 and down and say, It's ours, it's ours, it's 25 ours. You can't have it.</p>

<p style="text-align: right;">Page 126</p> <p>1 We have a legal right to</p> <p>2 lease this network. There's no taking here,</p> <p>3 which was something they mentioned in their</p> <p>4 exceptions and which has been thoroughly</p> <p>5 implied in the rebuttal comments.</p> <p>6 There are two types of</p> <p>7 takings under the law. One is a physical</p> <p>8 taking, and there's absolutely clear court</p> <p>9 rulings, and I can provide you with a cite</p> <p>10 and I will provide you with a cite if you</p> <p>11 give me one moment. Qwest versus United</p> <p>12 States 48 Federal Claims Court 672, can be</p> <p>13 found at 2001, U.S. claims, Lexis 26, dated</p> <p>14 February 20, 2001.</p> <p>15 Qwest claimed that by</p> <p>16 ordering Qwest to unbundle a portion of its</p> <p>17 network and make it available for lease at</p> <p>18 rates that the department, in the state at</p> <p>19 issue, was effecting a taking of their</p> <p>20 network, and this decision is beautiful</p> <p>21 because it lays out the law, the history of</p> <p>22 the Telcom Act, everything, and says clearly</p> <p>23 and unequivocally that a forced lease of</p> <p>24 Telco property pursuant to the Telcom Act is</p> <p>25 not a taking, is not a physical taking.</p>	<p style="text-align: right;">Page 128</p> <p>1 more animated than you said you would be.</p> <p>2 MS. JANELLE: I'm sorry?</p> <p>3 THE CHAIRPERSON: You were</p> <p>4 more animated than you said.</p> <p>5 COMM. DOWNES: Attorney</p> <p>6 Vallee.</p> <p>7 MS. JANELLE: Was that good</p> <p>8 or bad?</p> <p>9 THE CHAIRPERSON: That was</p> <p>10 good.</p> <p>11 MR. VALLEE: Yes,</p> <p>12 Commissioner, very quickly.</p> <p>13 Both of you essentially asked</p> <p>14 SNET why they won't lease, and the quote I</p> <p>15 have is they won't lease it because Gemini</p> <p>16 doesn't have the money, which is not exactly</p> <p>17 the answer I expected to hear, and then defer</p> <p>18 you to this mysterious owner who is so</p> <p>19 wealthy and just should spend all their</p> <p>20 money. I'm not sure about that. I hope that</p> <p>21 SNET doesn't feel that way about ratepayers.</p> <p>22 There's no bottomless pit there, the</p> <p>23 Department well knows. And certainly nothing</p> <p>24 personal. I'm amazed that Mr. Moreira would</p> <p>25 say, Well, Bill Vallee disagrees with me, how</p>
<p style="text-align: right;">Page 127</p> <p>1 Let's get to part number two</p> <p>2 of takings, regulatory taking. This same</p> <p>3 case has a thorough description of a</p> <p>4 regulatory taking. One cite gets you</p> <p>5 everything you need.</p> <p>6 A regulatory taking is a</p> <p>7 confiscatory rate. There's no regulatory</p> <p>8 taking here. Why? Because the rate hasn't</p> <p>9 been set. It's not ripe. How do they know</p> <p>10 if it's confiscatory taking? We haven't set</p> <p>11 the rate yet. That's to come in the later</p> <p>12 phase. No taking. Just a use of the</p> <p>13 existing law to unbundle the network and make</p> <p>14 it available to competitors. And, again, I</p> <p>15 believe Mr. Vallee's question is right on</p> <p>16 point. Why don't they want to lease it? Why</p> <p>17 don't they want some revenue as opposed to no</p> <p>18 revenue? All we've heard is because we don't</p> <p>19 want to. The reason underlying we don't want</p> <p>20 to, we don't want competition. They're going</p> <p>21 to steal customers from us. And we certainly</p> <p>22 believe that we can and hopefully we will.</p> <p>23 And we think you're right on point, and</p> <p>24 that's all I have to say.</p> <p>25 THE CHAIRPERSON: You were</p>	<p style="text-align: right;">Page 129</p> <p>1 surprising.</p> <p>2 I don't think that that's</p> <p>3 exactly something that happens all the time.</p> <p>4 I suppose their theme song is "Why Is</p> <p>5 Everybody Always Picking On Me"?</p> <p>6 COMM. DOWNES: Oh, God.</p> <p>7 MR. VALLEE: Because it isn't</p> <p>8 personal. It really is that consumers</p> <p>9 disagree with what SNET is doing. I'm not</p> <p>10 here as myself, I'm here as the Office of</p> <p>11 Consumer Counsel.</p> <p>12 THE CHAIRPERSON: Nobody</p> <p>13 believes it to be personal.</p> <p>14 MR. VALLEE: No, I</p> <p>15 understand.</p> <p>16 MR. MOREIRA: I didn't think</p> <p>17 it was personal.</p> <p>18 MR. VALLEE: No, I know that.</p> <p>19 COMM. DOWNES: We're going to</p> <p>20 need Dr. Joyce Brothers on this panel before</p> <p>21 long here.</p> <p>22 MR. VALLEE: Maybe that would</p> <p>23 be handy. She could be sitting over there.</p> <p>24 But there are two sides to most of</p> <p>25 the issues that appear before the Department.</p>

<p style="text-align: right;">Page 130</p> <p>1 You have to choose one side or the other, and 2 the fact that the OCC is on the consumer side 3 is obvious, but we're very much in favor of 4 competition, and there are various reasons 5 why SNET might not be. That's perfectly 6 understandable. 7 HFC not part of our network, 8 and as Ms. Janelle just pointed out, the 9 fiber is part of the network. It was the "F" 10 in the HFC. And whether it goes -- whether 11 the red goes all the way to your phone, which 12 was the example, first of all, it does go 13 much closer to the home, that's the idea. It 14 does go to the remote terminal, and many of 15 the RBOCs, Bell South in particular, and I 16 would assume SBC is following quite closely, 17 and as has been mentioned in the TRO, there 18 is fiber to the curb, fiber to the home, it 19 is closing in. And Project Pronto is clearly 20 headed in that direction. Whether it is 21 there today or not I don't think is the 22 issue. 23 As for impairment and whether 24 the Department improperly used Gemini's 25 business plan, which I don't believe the</p>	<p style="text-align: right;">Page 132</p> <p>1 lot. 2 THE CHAIRPERSON: Thank you. 3 Attorney Wnght. 4 MR. WRIGHT: Extremely brief. 5 I want to make a comment about the taking. 6 This is not about taking, and this is not 7 about seizure. This is a network that's 8 required to be unbundled by federal law. 9 Rates are to be set by the DPUC, they'll be 10 fair rates, and there's an entire judicial 11 process that the company can avail themselves 12 to to assure fairness down the road. And 13 therefore we just think that's a red herring. 14 Thank you. 15 THE CHAIRPERSON: Thank you. 16 Thank you all. Thank you all for these oral 17 arguments. I haven't had such a good time 18 since Tom Benedict was on the bench, Kathleen 19 Kerry was general counsel. Thank you all. 20 We'll take these under advisement. 21 COMM. DOWNES: Thank you. 22 (Whereupon, the above 23 proceedings were adjourned at 1:15 o'clock 24 p.m.) 25</p>
<p style="text-align: right;">Page 131</p> <p>1 Department -- I don't think the draft 2 decision does that. It certainly doesn't 3 rely on that. SNET, I don't want to say 4 contrary, it's not contrary, they're 5 essentially saying, no, you can't use their 6 business plan; you should use ours. We 7 didn't intend it. That was a trial. The 8 HFC, that's not part of our 9 telecommunications service and therefore 10 unbundled. No, that's not what we intended. 11 That's not what we wanted. So use our plan. 12 No. I think the draft 13 decision got it right. 14 As for the inventory cost and 15 whether or not owners can spend \$300,000 to 16 do it or not, again, they're saying we'll 17 take it as is. The inventory that was 18 conducted May 20, '01 is satisfactory. I 19 point out that SNET was just in here a few 20 weeks ago bally-hooing in this very room its 21 inventory control for poles and attachments 22 and where is the pole today? So it doesn't 23 ring right there's no inventory in this 24 business. 25 That's all I have. Thanks a</p>	<p style="text-align: right;">Page 133</p> <p>1 CERTIFICATE 2 I hereby certify that the foregoing 132 3 pages are a complete and accurate 4 computer-aided transcription of my original 5 stenotype notes taken of the Oral Argument in 6 Re: DOCKET NO. 03-01-02 PETITION OF GEMINI 7 NETWORKS CONNECTICUT, INCORPORATED FOR 8 DECLARATORY RULING REGARDING SOUTHERN NEW 9 ENGLAND TELEPHONE COMPANY'S UNBUNDLED NETWORK 10 ELEMENT, which was held before The Hon. JACK 11 GOLDBERG, Chairperson, and the Hon. DONALD W. 12 DOWNES, Commissioner, at the Department of 13 Public Utility Control, 10 Franklin Square, 14 New Britain, Connecticut, on December 10, 15 2003. 16 17 18 19 Sharon L. Masse, R.M.R., 20 L.S.R., 21 Court Reporter 22 UNITED REPORTERS, LLC 23 111 Gillett Street 24 Hartford, Connecticut 06105 25</p>

A				Avenue 118:16 121:2 aware 67:3,8,9 87:25 123:10 a.m. 1:19
abandoned 12:10 46:12 61:9 71:2 71:20 81:6 115:8 abandoning 12:7 ability 67:10,23 able 53:9 62:22 89:10 98:25 111:8 115:2 absolutely 17:14 49:18 53:13 54:4 54:7 63:9 65:12 65:21 81:8 83:9 83:13 113:1 123:3 126:8 abundantly 70:8 accept 57:8,11 58:18 59:5 104:7 accepts 99:13 access 14:1,2 15:4 32:25 35:4 54:11 69:8,10 101:21 107:25 accessing 33:25 36:17 accommodate 100:15 accomplished 54:25 accrue 86:22 accuracy 56:9 accurate 59:6 76:9 133:3 Act 26:14 27:23 101:20 104:13 126:22,24 activated 51:12 actual 62:22 ad 114:24 add 77:23 addition 8:21 36:19 Additionally 59:13 65:15 address 5:12,20 23:14,15 40:9 42:22 43:7 44:12 addressed 11:18 40:7 44:19,21 49:9 112:14 addressing 44:9 112:14 adequate 60:17 adequately 49:8 77:21 adjourn 100:7 adjourned 132:23 administrative 78:2 admitted 77:25 adopt 29:19	adopted 26:16 advanced 70:15 88:19 advances 85:8 advantages 43:25 advisement 132:20 afford 101:20 afforded 40:19 afraid 84:11 afternoon 83:23,25 100:14 age 47:7 agency 4:10 aggregated 16:7 ago 131:20 agree 38:15 40:10 47:15 51:9 61:4 75:16 123:20,21 agreed 5:14 44:8 59:4 106:17 agreement 43:5 62:22 63:21 122:3 agreements 63:25 agrees 26:1 27:17 49:19 ahead 14:5 16:15 84:17 86:25 88:4 allegation 68:1 allow 25:6 29:20 42:10 58:18 82:16 allowed 29:18 66:22 allows 15:22 17:12 41:7 108:8 alternative 14:18 90:15 altogether 8:10 amazed 128:24 America 118:20 ample 67:12 68:22 amplifiers 9:4 analogy 53:17 60:7 117:21,23 118:10 analysis 19:16 25:12 26:13,18 34:17,17 35:24 37:7 38:7 71:25 72:11 76:18,18 77:1,4 94:24 103:10,24 116:6 Andersen 56:15 Andrasik 2:12 74:22,23 75:13,16 108:3 animated 120:19 128:1,4 annual 95:7 answer 55:24 73:4	73:16 79:7 80:21 84:6,7 85:1 91:14 94:14 95:2 104:18 105:4 128:17 answers 75:20 anticipation 89:17 anybody 12:13 15:10 17:9,10 41:15 72:7 121:7 125:19 anymore 90:19 apart 115:9 apologize 17:7 apparent 84:10 appeal 56:20 57:3,5 57:17 58:23,25 79:3 appeals 59:2 appear 129:25 appearances 4:14 5:5 appears 99:18 Apple 8:9 16:3 30:21 34:6,6 98:13,15,15 117:2 117:12,13 apples 85:16 application 20:9 applied 49:15 55:15 appreciate 11:15 19:7 48:9 79:18 83:16 97:4 approach 19:19 20:11 22:3 25:15 26:24 33:3 34:9 38:23 111:24 116:1 appropriately 49:14 101:9 approve 100:23 approximately 56:8 57:7 April 45:21 area 8:2 58:4 areas 23:15 54:24 72:22 104:10 argue 16:20 40:13 98:9 argued 23:18,22 116:13 argument 5:21 11:4 11:10 16:14 17:3 19:10 29:21,24 32:16 34:3,13 36:4,18 64:2 66:18 67:16 70:9 76:3 103:23 109:4 119:17 133:5	arguments 1:16 4:3 11:5,13 64:4,7 78:18 102:2,5 132:17 arms 120:23 arrows 112:4 Arthur 56:15 articulated 101:4 102:1 articulately 101:25 artificial 65:10 aside 11:3,10 asked 28:8,8 89:14 107:4 123:22 128:13 asking 58:19,21 84:3 123:25 asks 55:8,9 assets 8:25 37:19 Assistant 3:4 82:2 assume 14:11 32:15 47:12 119:17 130:16 Assuming 47:11 assure 132:12 astronomically 83:10 Asylum 2:17 as-built 57:20 as-is 58:20 62:10 attach 41:7 60:1 attached 19:21 attachments 59:25 131:21 attempting 65:5 Attorney 3:2,4 5:3 5:5 48:10,13 49:5 49:12 51:8,23 52:9 56:23 61:5 77:13 83:20 99:25 100:13 104:23 105:4 113:24 117:11,19 119:2 120:14 122:18 128:5 132:3 Attorneys 82:2 AT&T 16:1 63:6 audit 60:22 authority 13:22 38:12,17 39:2 101:14 avail 132:11 available 4:13 15:9 53:14 55:3,7,10 55:13,20,25 107:25 116:24 123:21 126:17 127:14	B b 1:21 39:1 91:22 94:14 back 28:7 53:11 59:3 66:9 72:13 76:20 84:21 85:24 98:16 105:12 110:25 background 5:23 bad 73:15 128:8 bag 47:24 balance 37:11 38:4 38:7 balancing 38:7 103:5,6,9 bally-hooing 131:20 bandwidth 52:15 52:16 barren 91:21 barrier 51:13,14 79:5 barriers 63:11 base 106:2 based 13:18 20:4 31:5 34:20 46:9 46:14 62:23 75:16 107:2 108:8 basically 7:25 21:4 21:7,10 36:3 43:5 89:22 106:5 110:12 basis 15:9 40:16 52:17,19 62:6,10 62:17 63:1 101:18 110:13 117:9 battered 85:3 bears 115:2 beat 117:25 beautiful 54:2 126:20 begging 93:4 beginning 1:19 behalf 4:20 5:2 48:20 100:13 believe 5:18 27:8 31:11 32:8 42:25 44:10,22 45:5 46:1 49:13 50:21 51:15 56:24 59:6 59:14 61:3,24 62:24 63:2,9 64:6

64:9,18 68.3 71:13 72:17 78.4 78.23 80:5 81:3 82:8 105:10 106:22 122 17 123 6 127:15,22 130 25 believes 89:2 112 11 129:13 Bell 130:15 belong 89:1 bench 132:18 Benedict 132:18 benefit 86:20 benefits 36 21 37:11 103:5,7 104:15 best 31:12 37:7 42 8 53:17 95:21 97:19 100:15 betcha 93:19 Betkoski 4:11 better 43:16 117:22 beyond 43:18 49:20 61:3 112:18 bifurcate 49:23 67:19 111:20 112:12 bifurcated 43.6 111 22 bifurcating 67:20 bifurcation 111:21 big 8:16 20:22 45:25 48.8 66:7 bigger 6:18 16:12 bill 53:1 66:13 106:14,19 128.25 billing 18:8,10 52:5 billion 91.9,10 billions 91:11 bills 91.1 bit 14:15 51:21,23 71:14 72:15,17,20 80:1,11 92.8 blue 6:4 17.16 36.5 88 14 116.23 boat 16 21 bolt 61:22 books 9:1 bored 45.3 borne 11:2 boss 120 19,21 bottom 19:23 20:2 33.6 106 25 115 12 120.6 bottomless 128:22 bought 39:24 119:3 119.4	bound 96.11 box 41:3 boy 9:14 114:25 119:3 bracketed 25:18 brand-new 53.23 54 3 break 16:16 65:6 124.7 brief 5:22 102.4 123.6 132 4 briefed 49:6,6 50.1 77:22 briefly 79 12 briefs 64:8 113:11 bring 19:18 35 17 104 2 109:4 Britain 1 18 133:14 broad 24.15,18 26:12 40:11 41:12 43:13 44:2 broadband 87:20 88:2 91:23 94:11 95.6 109:18,20 110:9,15 broken 53:9 Brothers 129:20 brought 68:14 102:12 brush 41:12 build 36:13 47:6 88 10 92:10 buildings 69 12 buildout 57:12 built 10:6,21 46.24 58:4 bunches 91 10 bundle 119:15 burden 60.8 113:12 113.13 burn 115 1 125:18 business 34:2,19,20 35:16 36:8,10 42:11 69:4,7,10 69:13,16,18,25 91:19,21 94:2 98:20 104:5 105:23 115:22 116 13,17,19 121:10 122:11 123:2,10 125 8 130:25 131 6,24 business-plan 68:25 69:3 business-specific 34:17 35.15,24 116:6 buy 12 14,20,25	80:18,22,25 81:14 106.1 buying 13 9 82:7 105 13 C c 2:1 3:1 cable 7:17 17:21 34:2 39:24 42.11 46:25 65:25 90:12 90:12 93.5,10 94:12 103:1 109:11,17,20 116:16 117:1 CableVision 55:21 cake 106.12 115:13 call 13.2 42:4 66:9 77:10,12,13,14 78:3 117 12,13,14 117:14,14 called 24:2,6,21,25 30:17 33:7 65:22 66 3 114:13,16 calling 15:12 capabilities 125:8 capability 20:1 22:20 23.11,12,24 24:15,20 114:1,9 114:11 capable 18 16 22:12,21 23.25 24:17 65:22,24 66.2 114.1,2,3 car 98.10,12 118.25 119:2,6,7 121.14 care 98:5 careful 81:23 carefully 79:25 100:20 102:6 106:3 120:9 caring 98:18 carried 38:8,9 carrier 105.24 110:4 carry 95:12 98:19 carrying 23:25 72:22 cars 119:8 case 8.5 27:22 31:4 31:25 33:10 39:11 42:19 43:6 48:25 49:19 60:25 61 1 65:20 70:23 74:19 90 6,23,23 100:7 100:24 101:13 116:22 117:10 127 3	cases 59:19,19,20 74:14,24 75:1 CATV 21:19 90:12 causes 104:5,6 caveat 58:22 73.4 caving 121:4 central 6:7,10,13,17 7:5 11:4 31:18,19 31.24 32.1 41.9,9 41:18,19,21,21 108:16 116:21 certain 70:15 101:8 104:3 122:24 124:8 certainly 16.7 40:18 45:21 47:8 48:1,12 72:11 80.16 82.7,8 84:15 87:2,24 117:12 121:8 127:21 128:23 131:2 CERTIFICATE 133:1 certify 133:2 cetera 44:1 CFR 41.24 chair 106:15,22 Chairman 4.9,10 104:23 Chairperson 1:22 4:1,23 5:4,9 25:16 33.4 38:24 48.10 48:13,17 51:25 57.2 58:1,7,14 62:16 73.11 74:18 75:12 76:1 79:9 79:13 81:16,19 83:19 85:11 87:15 93:15,23 95:15 97:6,11 99:23,25 100:6 104:19 105:3,17 106:17 111:16,25 116:2 120:13,20 123:12 127:25 128:3,9 129:12 132:2,15 133.11 chances 37:19 change 46:21 changed 90:15,16 109:21 123:2 changing 122:10,11 characterize 15:5 42:8,20 characterized 53.11 charge 14:8 75.13	charges 15:4 cheaper 94:8 check 123:7 choose 130:1 chose 68:19 circuit 14:20 26:17 27:9 28:7 30:4 35:6,7 37:10 65:20 111:12 113:25 Circuit's 26:2 circuit-switched 7:14 circumstances 66:23 72:2,4 125:8 Cisco 37:23 cite 126:9,10 127:4 cited 76:5 cites 76:12,12 City 118:16 CityPlace 2:16 claim 65:12 75:18 claimed 87.11 126:15 claiming 77:6 claims 126:12,13 clapboard 53.20 clear 49.14 65.21 70:8 85:1 87:18 126.8 clearly 66:2 69:6 85:4 98:22 126:22 130:19 CLEC 15:13 CLECs 70:18 121:19 client 58:17 125:9 close 8:24 46:10 79:20 closely 130.16 closer 108:9 130:13 closing 130:19 CL&P 60:9,11,16 60:22 coaxial 5:15 19:14 23 2 30:12 33:11 36.21 38:12 64:25 colleague 10:4 college 73.6 colloquy 83:1 96:25 come 14:24 15:13 15.21 31.18 58:3 59:25 63:7 70:19 85:25 86:24,24 91:4 94:3,7 96:12 127:11 comes 7:4 53.15
---	---	---	---	--

55:9,18 91:4 coming 16 14 59:2 78:23 86:19 122:18 COMM 9:24 10 1 10:13,18 11:8,11 11:15,20 12 2,17 12:23 13:3,23 14:9,13,21 15:17 17:1,4,18 18:2,7 18:12,19 19:3,6 19:20 20 12,15,19 21:8 22:4 27:1,3 28:5,15,21 29:7 29 12 34:10,15 38 25 48:12 60:13 71:17 72:10 73:7 73 10,17 75:22,25 78:13 79:11,15,19 80:10,17,23 81:23 82 10,15,25 83:15 83:24 84:4,9,18 84:22 85:13,17 86:11 89:16 95:20 96:20,24 97:3,8 97:13 100 2,9 110:19 116:3 120:15,24 123 16 128:5 129:6,19 132:21 commended 100:20 comment 132:5 comments 49:7 100:17 102:4,10 104:16 113:11 126:5 Commission 26:16 Commissioner 1 23 4:8,11 5:7 8:14 15:22 58:12 60:11 74:23 75:21 79:18 80:9 83:22 84:1 97:12 100:4 118:24 121:12 128:12 133:12 commissioners 4:17 5:2,11 19:19 48:16 69 9 83:23 100:14 Commission's 26:11 communications 60 4 93:21 Communism 119:24 community 11:7 companies 14:24 15:7 35 3 46:25	54 22 88:9 103:2 103:16 company 2 3,5 4:17 7:3,18 14:23 16 17,17,18 17:22 37:18 39:25 51:15 54 20 55:8,12,18 55:21 59:16,17 65:25 89:6 95:1 99:3 103:5 125:17 132:11 company's 1:13 4:6 39:10,12,20 40:4 133:9 compare 116:11 compelling 117 21 compete 110:1 111:10 competes 110:12 competing 26:13 competition 36:23 63:4 67:1 86:21 86:22 94:12 103:25 104:2,7,12 104:14 109 3,5 127:20 130 4 competitive 51:13 51:17 101:2,23,24 competitor 37:25 78:23 79:5 82:6 103:19 106:20 competitors 88:2 101:21 127:14 complaint 78:1 complete 56:7,14 56:15 133:3 completely 36:1 46 13 60:20 92:12 121:6 compliance 56:11 56:13 complicated 56:1 66:7 complied 9:2 comply 14:5 component 15:14 40:23 components 7:11 41:13 43:12 62:7 comport 5:19 computer 8:9,9 computer-aided 133:4 conceivable 54:18 concept 26:11 concepts 29:18 concerned 82:4 concerning 68:19	conclude 22:8 conclusion 54:17 condition 58:20 62:10 conducted 131:18 conduit 8:1 confess 79:21 confident 71:8 confirmed 57:25 confiscatory 127:7 127:10 Congress 87:18 95:4 121:13,14,16 connect 8:17 17:12 17:17 18 1 19:2 connected 7:23 9:10 19:1 23:4 24:1,5,20 25:1 107:13 114:11 124:6 Connecticut 1:7,11 1:18 2:7,18 4:4,21 6:3,6 7:19 10:12 61:23 72:9 89:4 94 16 101:1 109:5 122:23 133:7,14 133:24 consequences 50:22 consideration 83:11 considered 102:6 considering 107:9 consisted 52:13 consistent 33:13 38:17,20 39:16 42:6 constitute 19:14 constitutes 41:4 42:12 construct 55:11 67:4 constructed 66 10 67:6,7 80 8 consultant 51:6 consumer 2:22 4:25 56:24 129:11 130:2 consumers 72:9 86:14,19 101:2 109:5 129 8 CONTAINS 1:1 contemplated 12:4 contention 26:22 55:2 65:18 68:25 76:7 context 5:23 19:10 27:18 110:2 116:10 continue 29:21	42:10 75 24 100:10 111:15 continued 75:7 Continuing 113:23 contrary 131:4,4 contributions 10:6 control 1:8,17 131:21 133:13 Cont'd 3:1 convince 64:10 cool 91:18 copies 19:19 20:11 33:20 copiously 89:20 copper 6:9,20,22,23 6:24,25 8:13 10:10 18:15 24:13 24:16 31:5,9,13 31:22 32:22,25 88:21 92:13 108:8 108:21,21 copper-based 6:5 8:8 copy 24:8 corporation 15:23 correct 18:24 52:10 68:23 74:22 78:24 78:25,25 80:8 90:5 92:7 97:17 CORRECTION 1:5 correctly 70:3 101:13 103:14 cost 14:6 45:10,23 50:2,12,16 51:3 53:13 54:1,4 58:8 58:9 60:24 61:4,7 61:15,16,21 62:3 62:12 63:10,15 70:20 78:21 86:1 86:5 90:9 96:8,14 97:25 98:1,4 112:15 131:14 costly 67:4 costs 26:12 37:12 37:13,14 43:25 50:20 62:12 76:19 76:24 79:4 96:12 99:9 101:6,10 103:7 104:9 106:7 125:10 cost-of-service 97:20 cost-plus 14:5 counsel 2:22 4:25 56:24 105:11 129:11 132:19 Counselor 9:24	counter 82:22 105:20 121:24 countered 82:19 counting 71:17 country 87:21 couple 60:15 96:1 course 10:3 19:8 25:16 119:11 court 57:3,5,18 73:25 76:17 77:25 82:22 126:8,12 133:21 courts 121:17 cover 39:19 44:3 99:15 112:24 covered 48:7 covers 37:13 38:3 Cox 15:25 109:18 114:5 co-ax 8:3 9:16 13:1 24:23 64:23 65:9 72:16,23 74:6,8 74:25 107:20 109:2 co-axial 107:12 crack 53:19 88:2 crappy 118:18 crazy 92:16 create 42:2,9 created 37:17 creation 102:20 credible 68:3 credit 47:18 48:3,4 99:16 criteria 44:12 critical 5:25 11:19 20:3 39:9,15 42:21 122:22 cross-examined 68:18 Cullina 2:15 4:20 48:20 curb 88:20 130:18 curious 82:17 110:20 current 29:5,25 33:16 34:1 71:3 currently 6:17 9:6 13:18 22:25 28:4 30:6 55:24 57:9 65:2 102:24 122:20 custodian 59:21 custodians 59:24 customer 7:7 15:15 108:9 110:7 customers 51:17 69:5,17,21 109:13
--	--	---	--	--

127:21 cut 90:7 94:14	dedicated 6:22 7:14 8:13,19 14:19 defense 44 17 defer 10:3 95:19 128:17 define 22:15 24:17 25 4 40:25 46 3 defined 21:4 22:20 42:13 defines 40:23 102:14 defining 22:9 definition 20:6 21 16 41 23,25 61 9 defunct 7:18 degenerated 71:4 81:7 degree 56:9 demonstrate 40:19 60 8 demonstrated 75:9 demonstrates 73:19 denied 50:8 62:21 department 1:8,16 5:13 8:24 13:19 19:12 20:2,4 23:1 25:11,24 26:21 27:17 28:3 32:6 33 21 34:14 35:25 36:20,22,24 38:10 39:7,14 42:25 43:3,4,10,18,19 45:1,4,8,10 48:24 49:1,8,14,20,23 50:23 56:22 60:9 60:20,21 63:13 64:14 66:21,25 67:3,8,9,12 68:8 70:4 71:8 72:1 74:1 76:7 77:2,6 77:18,22 78:1,6 78:19 82:1 84:16 86:7,24 88:12,24 89:11 91:16 98:22 99:13 100:19,22 100:22 101:8,13 102:3,6,19 103:9 103:11 105:22 107:15,15 112:11 122:15 123:9,10 125:22 126:18 128:23 129:25 130:24 131:1 133:12 Department's 5:12 29:24 33:24 56:20 67 14,20 100:16	102.15 103:24 123:5 depending 8:1 depreciation 71:16 derailed 93.1 description 127:3 designed 82:6 desperately 123:15 destroy 34:2 destroyed 116:17 116:19 detailed 57:19 deter 104:4 deteriorating 115:8 determination 67 15 68:5,8 determined 101:13 determines 39:14 developed 47:2,3 development 51:7 diagram 51:24 74:3 74.3,5 dialtone 89:24 differ 8:7 29:13 difference 60:25 88:22 differences 9:21 101.5 116:12 different 7:20 8:9 11:21 15.25 16.1 16:2 24:19 29:22 30:22 31.15 46:13 54:23,24 62:2 98:14 117.5,8 differential 41:8 differently 117 6 directed 112:7 direction 130:20 directly 21:5 37:6 41.19 disadvantage 51:21 disagree 16.25 71:11 129:9 disagreed 106:14 disagreeing 106:23 disagrees 26.22 76:7 128:25 disappeared 90:17 disappointed 5:17 discarded 74 12 disclosing 81:1 disconnect 79:23 disconnected 11:24 discounted 70:20 discover 57:13 discovered 93:10 discovery 50:7 59:8 62:21 68:18	discretion 32:22 discuss 23:12 32:4 69:22 discussed 30:13 32:7,10 61:17,19 74:11 113:8 discussing 19:25 discussion 25:19 discussions 73:24 73:24 disincentive 37:17 70:10 103:15 dismemberment 65:10 dismiss 102:3 disparity 26:12 dispatch 53:7 disposition 9:2 distance 110:17 distinct 87:9 distinction 69:6 117:3 distribution 6:18 7:23 41.2 district 37:9 77:25 divergent 85:4 doable 47:8 docket 1:10 4:3 5:13 6:1,15 8:24 44:7 56:11 62:24 67:1,2 133:6 dockets 66:24 document 62:20 doing 80:3 94:3 95:7 96:5 103:5 106:7 111:9 114:7 117:1 118:15 129:9 dollars 12:20 14:12 36:25 52:22,25 81:5 91:9,10,11 96:16,17 98:3 110 23 114:21 118:7 Don 110:9 Donald 1:23 4.10 133:11 door 53:15 DOT 100 5 Downes 1:23 4:10 9:24 10:1,13,18 11:8,11,15,20 12:2,17,23 13:3 13:23 14:9,13,21 15:17,23 17:1,4 17:18 18:2,7,12 18:19 19:3,6,20 20:12,15,19 21:8	22:4 27:1,3 28:5 28:15,21 29:7,12 34:10,15 38:25 48:12 60:11,13 71:17 72:10 73:7 73:10,17 75:22,25 78:13 79 11,15,19 80:10,17,23 81:23 82:10,15,25 83:15 83:24 84:2,4,9,18 84:22 85:13,17 86:11 89:16 95:20 96:20,24 97:3,8 97:13 100:2,9 110:9,19 116:3 118:24 120:15,24 121:12 123:16 128:5 129:6,19 132:21 133:12 downtown 108:17 DPUC 39:2 69:9 132:9 Dr 129.20 draft 1:4 5 18 11:18 13.19 19:11,13,17 23:13 24:7 25:9 26:20 29:25 32:7 32:8 33:18 34:13 36:19 37:12 40:8 42:24 49:9 50:10 50:15 51:19 63:8 63:16 76.3,6 78:20 85:6 92:4,6 97:18 100:17,21 100:23 101:5 102:18 103:12 107:16 114:14 131:1,12 drafted 122:15 draw 6:3 31:18 51:22 drawing 88:13 92:1 drawings 87:13 drivers 119:8 driveway 16:11 drops 69:14 DSL 35:3,4 94:5,11 108:7,20 Dwight 2:20 4:19 D.C 26:2 27:9 28:6 30:4 35:6,7 37:10
				E e 1:21,21 2:1,1 3:1,1 earlier 14:16 22:24 41:1 72:17 80:1 early 75:5

<p>easiest 76:10 easily 24:2,6,21,25 65:22 66:3 114:13 114:16,18 eat 92:19 115:13 eating 106:13 economic 87:23 economy 104:10 effect 12:7 13 8 105:24 108 19 effecting 126:19 eight 10 23 either 13:9 84:7 90:8 122:17 electric 97:7 electronics 18:18 66:6 element 11:19 16:24 19 15 20:6 20:24 21:11 22 1 22:10,11,16 25:5 42 2 46:3 65:14 65:16 102:14 133:10 elements 1:14 4:7 39:18,19 43:12,21 44 2 69:20 77:24 101:16,16,22 em 94 13 embarrassing 73:18 embarrassment 73 16 encased 74 20,21 encompasses 65:1 energy 103:18 engage 72:1 engaged 60 10 engineer 57:24 72 14 73:1 England 1:13 2:2,4 4:6,16 133:9 English/Russian 73:5 enjoying 83 1 enormously 103:22 enter 105:7 entertain 80:25 entertaining 97:5 104:20 entire 26 18 60:22 63 18 65:1 101:19 132:10 entirely 51:20 71:11 entirety 64:18 entitled 14:1,2 44 15</p>	<p>entry 51:14 63:11 79:5 enumerated 87:10 envisioned 51:19 54:7 equally 73:15 equipment 17:25 18:14 20:25 21:11 21:15 23:21 36:9 53:10 114 22 equipped 21:20 equivalent 32:11,13 32:16,17 33:14 error 19:11 25:7 29:4 57:10 escape 72:25 especially 60:3 63:4 94:23 113:20 ESQ 2:8,9,19,20,23 3:3 essence 12:9 31:23 essentially 60:5 74:7 86 8 87:18 88:1 128:13 131:5 establish 43 17 44:15 116:14,24 estimate 48 1 et 44:1 event 73:21 everybody 20:11 54:12 109:7 119 22 129 5 everybody's 16 6 52 7 evidence 23:1 44:5 44:6 50:6 66:15 66:18 67:12 68:7 68 12,16,22 107:11,14 exact 55:14 exactly 27:21 29:11 46:3 49:1 62:19 77:5 81:12 106:19 111:18 128:16 129:3 examined 98:23 example 108:11 116:8 130:12 exceptions 5:17 11:14 42:23 45:24 64:5 100:16 102:5 106 3 115:6 120:8 126:4 excess 51:10 exciting 120:16,18 exclude 124:8 excuse 76:16 100:10</p>	<p>exist 57:21 111 3 existing 15:11 30:4 75:4 109:14 127:13 exists 28:4 42:3 57:9 113:9 expect 48:3 expected 128:17 expense 59:3 91:18 expert 10:4 95:19 expertise 66:23 explain 13:14 29:20 30:10 50:24 explaining 11:22 117:7 explanation 124:24 124:25 explicitly 26:3 explore 17:5 extended 45:21 extends 31:23 extent 31:10 extra 118:25 extrapolate 62:3 Extremely 132:4 e-mail 98:16 E-911 111:6</p> <hr/> <p style="text-align: center;">F</p> <hr/> <p>f 1.21 95:8 130:9 facilities 5:16,24 7:15,17 8:4,7 14:3 17:10,17 19:14 23:3,16 24:23,24 30:12,15,17 33:11 34:1,4,5 38:13 46:25 60:18 64:13 64:23,24,25 70:15 74:4,11 75:7,9 80:6 103:2 107:12 facility 20:25 36:22 79:24 80:2 fact 28:10 50:6 56:6 57:24 64:19 71:24 72:18 73:5 74:10 77:15 82:23 83:7 97:4 102:24 105:25 122:14 124:18 125:11 130:2 factors 35:8 76:25 facts 66:22 72:2 78:24 factual 29:17 43:23 44:6,11,13,19 67:17 111 23 112:21,23,24 113:6,8 124:13,16</p>	<p>124:23,24 factually 44:16 fail 75:19 failed 103:17 failures 104:6 fair 12:14 15:5,6 18:24 46:19 119:6 121:22 125:21 132:10 Fairfield 54:21 55:22,23 fairly 71:8 fairness 132:12 falling 53:20 115:9 falls 38:7 fantastic 98:10 99:3 fantasy 90:14 96:3 far 15:21 53:2 55:2 56:1 82:4 112:8 122:10 123:19 125:7 fashioning 25:12,13 fatal 25:7 78:22 favor 118:15 130:3 FCC 20:1 21:24 22:14 23:11,24 27:8,23 28:1,7,10 28:17 30:5,14 32:19 34:25 35:13 38:13 40:22,22 76:16,20,20 87:19 95:4 FCC's 22:19 23:11 24:10 31:1 70:14 77:16 fear 70:18 feasibility 40:8,20 113:7,20 feasible 39:17 40:6 February 43:3 45:9 45:20 126:14 federal 5:20 7:2 30:1,10 33:16 39:16 42:7,13 49:2 87:3 98:22 101:15 125:20 126:12 132:8 fee 21:5,12 feed 32:3 feel 51:21 128:21 fell 106:15,18,21 fellows 91:8 felt 61:17 68:6,11 fiber 6:9 9:11 23:18 23:20,20 24:19 31:7,19 37:21 55:6,7,7,9,12 64:23,24 65:2,7</p>	<p>70:16 72:16,19,22 74:7,9,13,16,24 75:1,4,8,10,11 88:19 90:2 95:8 107:19,19,20,21 107:22,23,24 108:1,2,4,12,13 108:23 116:23 123:20,20,21 124:2,3,5 130:9 130:18,18 fiber-based 108:7 fifty 96:6 figure 43:15 52:22 62:13 63:17 file 122:14 filed 49:8 56:10 100:16 122:16 123:8 filings 67:5 final 17:6 25:8 27:14 29:3 59:2 100:23 finalized 50:15 Finally 112:11 financial 18:7,22 85:2 95:25 96:1 125:7 financing 83:14 find 30:14,16 36:15 47:5 77:4 86:3 104:9 123:4 124:18 finding 20:3 66:16 67:17,24 68:2,5 72:3 103 4 findings 124:17 finds 20:4 33:21 36:22,24 fine 37:3 75:23 79:10 96:17 finish 13:5 fire 104:22 107:8,8 firm 25:21 first 5:22 19:10,15 23:5 25:5 30:11 33:6,15 43:24 96:13 97:15 103:22 104:21 105:1,3 112:5,6 112:10 118:13 130:12 fit 123:2 five 44:2 62:1 five-mile 62:1 fix 53:23 58:5 76:10 118:2 fixed 92:21 94:4</p>
--	--	---	--	---

fixing 119:20,21	103 21 104.4	15 15 37:18	84:25 85:9 86:9	92:14,14 102:10
fix-ups 66:11		giving 5:11 56:12	86:25 88:20 89:15	105:12 124:14,22
flatterer 85:14	G	73 16 106 6	89:25 96:10	124:22,23,25
flip 84:13 114:17	gain 60:4 93:22	glad 86 12 115:22	100:13 103:25	127:18
focus 78:19	gained 122:21	go 6:3 7:22 10:25	112:8 115:6	hearing 9:23 39:14
folded 96:13	game 63 13	14.5 16:6 18:11	117:23 119:4	40:9 44:9,11,20
follow 9:12 28 3	Garber 2:9 4:16	19:22 26 6 29:17	120:3 128:7,10	44:23,24 68:13,21
39:4 46:19 102:9	120.22 122.18	39:3 41:17,21	132:17	102:11 113:2,3
following 130:16	gee 14 25 37:20	45:7 46:4 47:12	gotten 84:19	hearings 60:14 68:9
footnote 26:21	geek 75:13	55:11 61:21 66:5	graceful 72:25	97:5 100:7
69:14,15 70:6	Gemini 1:11 2:14	73:7 76:11 84:17	grant 30:23	heavily 73:4 76:19
76:5,9 116:7	4 4,20,22 5:14 8.4	86:25 88:4 91:7	granular 71:24	76:24
footprint 42:10,11	12:16 13:8,24	91:12 98:11	72:12 76:18 77:1	held 1:16 133:10
force 34:1 37:16	14:24 15 24 16:20	109.10 111:4	77:3	hell 118.11
forced 116:14	17:10,15,23 18 24	112:4,9 115:2,18	great 94:13 99:24	hello 90:18
126 23	26:23 27:21 33:21	118:23 119:1,5	110:21,22 118:5,6	help 73:20 79:14
forces 30:5	34:2,18 36 25	120:8 123:24	119:22	120:12
foregoing 133:2	40 12 43:14,20	130:12,14	greater 120.3	herring 132:13
forever 108:14	45.24 46:7 48 21	God 72:10 94:13	greatly 29:16	hey 11:5 12:20
form 14 18 42:9	48.23 49:18 50 1	106:23 107:4	guarantee 120:19	16:21 23:22 27:24
71:3	50:19 51:14 53:3	118:20 129:6	guess 79:22 80:10	28:22 34:18 35:1
forth 12 4 76:22	54.19 55:17,22	goes 6:22 7.10 8:14	80:11 99 2 105:6	35:7 37:22 38:3
98 16	57:10,21 61:5,12	8:15,19 23:4 37:5	109:8	42:17,18 43:23
forward 45 7 87:4	63.6 67:6 69:7,23	41 1 52:12 92:5	guide 30:3	44:4 91:8 106:5,5
115.2	78:22 79:23 80.6	107:8 116 21	guy 86:5 117.2	106:7 109:15
found 19.13 27.20	86:22 87:25 96:8	130:10,11	guys 6:2 23:12	113:11,13,25
60 16,20 126:13	97:17 98 8,21	going 6:9 12:10	93:10 112:3	116:14 118:9,24
foundation 53:20	99:9,17 102 23	17:24 37.1,21,22		HFC 10:9,11 20:5
53:23	105:12 108:22	45.16 46.17 47:4	H	37:20 46:25 47:4
four 44:1 91:10	109.10,11 110:21	47.8 48:5,22	H 1:21	48:24 54:19,21
fourth 65:20 113:25	114:17 116:10	49:10,16,24 50:17	half 37:6 48:2 90:7	55:15,22 56:8
frame 6:19 7:23	120 10 128:15	51:9,23,25 52:4	hand 8:18 28:25	64:22,23 65:1,6
47 10	133:6	54:15 59:3 62:13	86:23 125:19	66:2 67:7,23 70:1
framework 9:21	Gemini's 106:3	63:22 64:10 66:10	handle 52:4 101:8	75:8 77:13,16
21:24	112:15 130:24	66:12,25 67:17,22	handouts 51:22	80:6 94:21 95:8
Franklin 1:17	general 3:2,4 5:3	68.2 70:19 73:3,4	115:25	124:4 130:7,10
133:13	82:2 100:13	73:9 83:9 86:20	hands 119:11	131:8
frankly 80:21 83:12	105:10 132:19	90:3,4,10 91:11	handy 129:23	Hi 94:21
free 61:12 115:14	generally 6.4,11	91 12 92:12,16,19	happen 17:25 50:25	high 81:4 83:10,14
frequent 75:11	9.17 11:25 16 15	92 20 93:12 94:18	54:15 87:20	107:4
friend 82:11	31:17 41.11	94:19,19 95:23	happened 28:19	highlighted 19:24
front 13 7 47:22	General's 56:23	96.8 97:2 102:8	92:9 93:8,9 94:5	20:14 25:20 27:12
84 19 85:16	generating 85:22	109:4,6,6,7	happens 70:1 129:3	34:12
full 69:24 81:21	95:11	110:22 112:1	happy 79:7 86:12	highway 16:12
112:10 124:24	George 2:8 4 15	113:18 114.19,23	86:14,14,15 88:7	high-rise 69:12
fully 53.12 64:18	21:23 107 18	114.25 116:9	104:18	Hill 31:25 32:1
76 8 79:2	117 22	117:25 118:1,1,2	Harlem 121:2	history 64:15 92:5
functional 53:12,14	getting 10 22 97 24	121:10 125:17,18	Hartford 2:18	92:6 126:21
functions 39:10	105.22	125.19 127:20	54:20 55:18 66:11	hit 112:1
77.15 78:5	Gillett 133 23	129:19	111:2,5 133:24	hits 22:7
fundamental 61:6	give 5:23 13:1 22:7	Goldberg 1:22 4:9	hat 86:23 112:19	hold 52:1
funny 106:13	32:12,24,25 47:18	100:4 133.11	119:23	holding 47:23
further 5 4 22.20	53:18 60:7 72:25	good 4:1 5:1,10	Haven 2:7	119:11
43 1	82:11 84:24 91:9	11:7 32:23 34:4	headed 130:20	hole 53:19
Furthermore 64:20	92 14,15 108:25	36:12,13,23 48:15	hear 71:14 91:25	hollow 79:3
furthest 31.10	115:24 125:13	48:17 52:23 72:6	95:23 128:17	home 7:8 16:6 31:7
future 12:11 37:18	126:11	72:7,8,8 73 10	heard 49:17 52:23	33:7,9 37:21 52:7
71.6 95.3 103:15	given 7:3 8:2 15.14	83.22,22,24 84.12	64:3,8 72:17	70.16 130:13,18

homes 6:21	67 15,18,25 68:3	indirectly 21:6	71:10,22 103:18	joint 59:18
Hon 1:22,23 133:10	68:5,19 76:13,21	individual 6:24	investment 31:12	jokers 96:15,21,23
133:11	112:22 116:6,14	52:9,14 62:6 63:1	37:24 70:22	Joyce 129:20
hook 18:17 66:6	116:25 124:12,15	industry 30:19	103:15,17 104:4	Judge 74:1 81:11
hope 46:21 75:20	124:16,18,20,21	inexpensive 48:5	investments 37:1	81:16 84:2
87 2 97:3 128:20	125:1 130:23	infeasibility 68:17	investor 12:25	judgment 104:1
hoped 59:11	impermissibly 76:4	infeasible 113:15	115:19	judicial 132:10
hopefully 45:22	implementation	inferior 116:15	investors 110:21	jump 125:23
64:10 127:22	26 14 45 5	infinitum 114:24	involved 105:23	jumped 16:15
horrific 117:5	implemented 29:8	inflated 82:5	in-depth 25:21	jump-start 63:4,20
hours 45:17	29 10	information 111:13	IP 17:23 111:9,12	June 45:12 47:9
house 6:23 8:14,16	implications 14 23	initial 28:17	ISNET 64:16 75:5	jurisdiction 43:10
41:2,3,20 53:18	implicitly 46:10	initiate 39:7	90:10 91:9	43:11,21 49:13
53:21 54:3 110:25	implied 117:11	injured 119:18	issue 54:9 59:14	77:23
117:17,18,21,23	126:5	inside 6:19 74:20,21	61:15,16 76:10,11	jurisdictional 13:21
117:25 118:5,11	imply 115:7	96:17 97:21	81:10 94:23	
118:16,23 119:20	important 85:21	inspect 57:22	111:11,21 113:8	K
119:21 121:1,2,15	87 21 94 23	installation 52:4	123:20 124:20	Kathleen 132:18
Howard 122:16,16	100:24	instance 23:17 25:5	126:19 130:22	keen 105:13
123:13	importantly 103:24	40:24 55 6	issued 76:20 84:16	keep 57:18,20 124:9
huge 117:9	impose 103:8	instant 112:12	issues 42:17,20 43:7	125:2
hundred 6:10 57:6	imposed 79:5	integrity 96:4	43:9 44:10,19,20	kept 47:3 56:18
hurdle 96 2,2	imposing 101:9	intend 54:13 100:17	48:8 49:3,4,25	57:23,25 60:17
hurdles 95:25 96:1	impression 10:5	102:21 131:7	50:2,6,8,9 51:3	Kerry 132:19
hybrid 31:6,14,15	impressive 48:11	intended 50:25	61:3 63:19,24	killed 97:24
31 17 32:3,11,19	87:16	131:10	67:9,11 101:6,6,7	kind 6:14 9:20
33 2,10 64:23	improperly 130:24	intent 10:8 64:16	101:12 102:8	16:14 17:22 31:25
70:15 107:19	improvement 91:13	101:19	112:7,13,20 113:3	36:9 42:2 43:11
hypothetical 17:5	inadvertent 50:21	interconnected 6.8	113:6,19 129:25	62:12 82:25 87:3
	inanimate 23.8	interconnection	i.e 34:4	90:1 112:18
I	inappropriate	63:21,25 80:3		kindergarten 73:9
IBM 8 9 16:3 30:21	59 15	122 3	J	kinds 11:24 30:22
34.6 98:13 117:2	incentive 71:1,22	interest 39:16	Jack 1:22 4:8,11	50:20 66:24 80:4
117:14,14	incentives 87 23	119:13,15	133:10	92:15
idea 15:1 42:12	incents 88:9	interesting 15:1	Janelle 2:19 4:18	knock 19:7
86:25 124:12	includes 58 11	82 20 84:6 113:24	4:19 48:14,15,19	know 6:2 10:9 14:8
130:13	including 63 6	interface 17:12	48:20 52:2 57:4	14:10,12,12 15:22
ideas 110:22	116:23	18:21	58:6,9,16 60:15	15:22 16:13,16
identified 98:23	inconsistency 33:16	intermodal 30 20	62:18 71:19 73:3	26:8 30:18 31:16
99:7	inconsistent 29:25	interpretation 69:1	73:8,14,22 75:15	31:24 38 6 41:14
identify 99 13	30:9 36:1 102:14	interpreted 21:25	75:24 76:2 78:11	42:3,7,15 47:7
ignorance 73 19	Incorporated 1:12	interpreting 22:9	78:16 79 17 80:7	54:10,16 57:21
ILEC 32:20 121:6	4.4 133:7	interrogatories	80:16,20,24 81:18	59:9,22 60:2,18
124:10 125:23	incorrect 20:9	66:19	81:21,25 82:21	62:18 65:24 67:17
ILECs 23 18 70:17	70:12 123:3	interrogatory	83:2,7,17 86:17	68:2 77:9 79:15
imagine 89:18	incredible 115:3	66:20 116:18	92:5 113:25	79:16,25 81:15
impact 75:3	incumbent 22:11	inventory 45:9,18	117:19 119:25	82:5 84:6,13 86:2
impaired 34.8,20	101:24	47 15,19 50:3,13	120:14,18 121:1	86:21,23 88:16
35:5 36:7 44:4	incumbent's 22:18	50:17 51:4 56:4,7	123:14,19 128:2,7	95:16 98:2,19
impairing 26:12	24:21	56:7,16 57:8 59:7	130:8	99:11,16 100:15
impairment 13:25	independent 38:11	59:14 63:15 78:21	Jennifer 2:19 4:18	106:5,6,9 107:22
25:12,13,25 26:18	38:16 43:10 77:23	99:8,10 101:6	48:19 97 9	108:23 109:10
27:10,15,22 28 3	independently 52:6	106:8 111:1	job 117:20	111:23 114:1
28:24 29:2,5,8,11	indicate 28:6	112:16 114:19	jobs 104:6,9	115:3,5,7,10,20
29:13 33:22,25	112:25	125:10 131:14,17	John 2:12 3:3 5:2	115:21 117:11,22
34 4 35:16 36:1	indicates 23:2	131:21,23	75:12 90:4 100:12	118:5 119:20
36 15 37:5 43:17	107:12	invest 37:18 38:1	108:3	120:1 122:9
43 24 66:16,21	indicating 32:5	70 11,17 71:1,5	Johnson 2:20 4:19	123.24 124.19,20

125.7 127 9 129:18 knowing 68:20 knowledge 62:23 66:24 67:14 knows 15:19 40:12 40:18 41:15 46:23 72 11 123 9 128:23 Kumbaya 123:17	68:20 84:17 85:7 94:24 112:7,13,20 112:22,23 113 2 113:18 123 3 124:13,14,15,19 124:20,23 125:1 125:20 126.1 legally 96:11 legitimate 117:3 length 23:13 lessee 89:10 letter 43:4 47:18 48:2,4 99:16 let's 10:1 14:11 21:22 27:7 32:15 34.18 45 6 47:12 87 21,22 109 23 110:4 119:17,22 120 1 123:16 127 1 Levine 74:1 81:11 81.17 84.2 Lexis 126:13 license 122 12,23 licensed 123.9 licenses 67:10 lie 105:11 lied 125.4 light 9:12 74:15 85:23 113:21 lights 9.10 60:18 limit 100:17 104.16 limited 49.24 62:23 line 27.18 34:25 35:4 59:4 106:25 115:12 120:6 lines 16:4,5,9 52:6,8 90:2 link 123:7 lions 115:1 list 77 16,24 listen 83.5 listened 79:25 Litchfield 7.9 literally 12:6 16:5,9 72:24 litigation 87.3,4 little 5.22 11.21 14:15 16:5,9 21.17 26 8 31.15 41.3 43:1 51:21 51:23 56.25 66:17 72:15,17,20 76:24 80:1,11,14 92:8 110:24 114:9,22 119 23 120 16 124:7 live 48.1	lived 121:3 lives 111:4 LLC 133.22 LLP 2:15 local 63:6 locate 35:21 location 39:3 locomotive 92:25 long 23:25 25.18 33:8 38:17,20 45:2 78:8 108.13 110:17 111 17 122:15,19 129:21 longer 35 15 look 6:12 20:10,18 20:23 21.3 22:1 22:23 34 18 35:8 35 15,22 36:14,16 37:7 42:17,18 55:6 67:19 72 2 76:21 79:21 113:10 115 6 116:9 117:1 looked 9:15 35:2 88:12 109:14 looking 28:14 35:13 59:10 94:6 looks 36:20 98:20 loop 6:15 7:7,9 16:8 30:18,24 31.4,16 31:17 32:3,11,22 33:1,2,8,9,10 40:25 41.4,17 77.10,15 110:3,5 110:10,10,14 loophole 123:3 loops 30:20,22 31:2 31:6,6,7,9,14 32:19 110:4 Lord 106:21 lose 46:1 59:1 97:22 98:6 losing 93:14 loss 9:1 11 2 12:4 50:18,18 losses 104.6 lost 115 25 lot 35:8 54.4 63:23 85.8 94:7 98:11 108:14 112 9 119:2,2,6 132:1 love 80:24 92:16,21 94:13 96:23 lovely 115:24 lower 104:9 Lucent 47:3 94:1 luck 99.20 lunch 61:12 115:14	L.S.R 133:20 <hr/> M madam 71:18 mail 110:16 main 6:18 7:22 19:10 42:16 101:12 111:4 115:19 mainframe 41:2,18 maintain 53:4 58:10 62:11 maintenance 52:5 53:2 57.12 63:24 major 63:5 73:6 103:11 making 13:10 80:2 116.8 man 45:17 mandates 26:16 maniacs 93:11 manpower 103:18 map 75:10 margin 57:10 market 12:14 51:14 63:6,11 72:4 76:17 106:2 107:2 119:6 market-based 105:20 122:7 market-specific 71:25 77:1,3 mass 122:22 Masse 133:19 match 34:5,6 math 73:15 matter 11:1 12:6 19:12 22:15 25:4 29.4,17 36:7,9 43:17,23 44:13 68:10,21 78:4 82:23 83:8 105:25 113:8 117:15 125:10 ma'am 75:22 83.16 mean 8:12 12:5 13:10 24:19 29:16 58:3 75:2 77:18 77:19 79:25 85:2 94:22 97:1 98:10 98:17 99:7 105:12 105:22 117:9 meaning 21:25 meaningful 101:1 means 14:1 20:24 119:23 meant 18:3 96.20 meet 21:15 22:19	24:24,25 32:23 33.24 36:5 41:23 41 24 42.5 44:4 44.12 45:14 46:5 meeting 34:3 61:19 63:16 84:7 99:15 meetings 46.14,17 meets 13:24 20:5 21:23 24:3 33:21 43:20,23 member 4:11 mentality 124:10 mention 64:21 100:3 mentioned 87:8 107:21 124:3 126:3 130:17 merit 112:16 merits 40:10 mess 48:8 method 40:14 69:4 methodology 46:14 mid 10:21,24 middle 88:24 112:9 mile 52:22 96:16 98:3 miles 8:3 45.18 52 21,25 57:1,6 million 16:4,5,9 51:10,10,11,12 114.20 millions 36:25 52:5 110.23 114:21 mind 33:24 46:22 100:10 116:15 125:2 minds 84:8 mine 15:12,12 106:18 minimum 47:20 minute 10:3 50.23 93:14 minutes 64:2 missed 16:21 misses 69:2 missing 57:14 58:11 99 4 misspoke 9:7 misunderstood 17:7 modem 17:21 34:2 42:11 109:11 117:2 Mom 94:21 moment 13:8 33:14 72:13 82:12 87:7 126:11 money 10:20 38:1 52:24 54:4 70:21
---	--	---	---	---

71:11,13,21 85:25 88:10 89:13,21 90:21 92:15 96 7 97:23 98 6,6 106.7 114:18 115 1,17 125:18 125 18 128.16,20 monkey 45:25 monotonous 26:9 month 53:22,25 91:2 118.1,7,14 118 17 119.7,9 Moreira 2.8 4.15 4 15 5:5,6,10 9:25 10:8,14,19 11:9 11:12,17,25 12:9 12:18,24 13:17,24 14:10,19 15:6,18 16:21 17:2,14,19 18:4,9,13,23 19:4 19:9,21 20:13,17 20:21 21:9 22 5 25:17 27:2,5 28:12,16,22 29:10 29:15 33 5 34:11 34 16 35:20 39:1 48:11 49:5,12 51:8 52 9 61 5 75:9 76 6 78:10 82:13,17 83:4 84:19 101:25 104:23,25 105:6 105:19 106.19 110:20 111 18 112 2 116 4 120:1 122.18 125 6 128:24 129 16 Moreira's 51:24 77:14 morning 4:2,2 5:1 5.10 48 15,18,23 49:18 83:22 motion 39 6 49:22 67:19 102 3 move 53:21 54.1 87:4 111:20 moved 45:20 movement 81:8 82 3 83:10 mover 43:25 moves 54:2 multimillion 81.5 multiple 29.16,18 39.18 54:22 55 4 81.5 multiply 73 12 Murtha 2:15 4.19 48 20	mysterious 128:18 mystified 80:12 <hr/> N <hr/> n 2:1 3 1 named 69:17 narrow 35.9 91:22 91:23 narrow-band 32:20 nationally 77:17 nature 42:22 near 54:3 nearly 78:8 106:15 106:21 necessarily 38:15 75.2 necessary 17:25 61.20 66:10 necessitating 28:23 necessity 74:13 neck 114:22 need 18:20,20,21 30.15,15 32:24 33:1,9 40:13 44:19 46 2 52:10 53.6 63 18,23 75.6 87:23 99.9 104:22 115 18 127:5 129:20 needed 53:1 needs 29:2 38:8 48 2 55:3 56:2 61 16 95:16 negligible 62.12 negotiate 122:2,6 negotiated 12:15 negotiating 12:19 negotiation 63 21 negotiations 80:25 81:2 82:1 105:7 121:23 neighborhood 108:20 neighborhoodhood 108:19 neither 106:24 network 1:14 2:14 4:6 6:5,16,21 7:1 7:12,13,14,24,25 8:8,12 9:5,7,8,14 9:16 10:9,10 11:23,23 14:17,20 15.10,13,24 17:24 19:14 20:6,24 21:10 22.1,10,12 22:16,17,18,25 23:4,5,16 24:2,6 24 21 25:2,2,5	31:11 37:1 39:10 39:11,12,20,21,22 40:4,4,16,23 47:25 48:25 50.20 51:11,16 52:12 53:4,5,6,13 54:20 54:21,23,24 55:3 55:15,22 56:8,13 56:14,16,21 57:1 57:6,20 58:11 60:22 61:8,23 62:4,5,7,15,25 63:12 64:14,16,16 64:17,19 65:1,6,8 65 10,11,13,13,14 65:16 66:2 67:5,7 67:23 69:20 70:2 71:12,15,20 72:3 74:17 75:18,19 77:13,16,24 78:24 79:6 81:7 82:7 88:4 92:10,11 93:16,18 94:18 95:3 96:4 101:15 101:16,21 102:14 102:21,23 107.11 107 13,14 108.9 109:14 110:24 114:12 115:8 121:18 124:1,5,6 125:21 126:2,17 126 20 127:13 130.7,9 132.7 133.9 networks 1 11 4:4 4.20,22 47:1 48:21 70:16 133:7 never 12:21 21:19 21:20,21 47:4 59:9 82:19 100:10 105:8,11 107:15 114:2,4 nevertheless 29:22 new 1:13,18 2:2,4,7 4:5,16 28:24 29:8 29:11,13 55:11 70:11,24 88.7 91:23 92:1 96:18 102.8 118:16 133.8,14 nice 117:20 nicest 96.21 Ninth 111:11 NOC 9:15 nodes 9.5 nondiscriminatory 15:9 40:16 54:11 101.18	nonnegotiable 121:25 nonuniversal 26:15 Nortel 47:3 note 59:13 89:14 noted 73:11 notes 89:19 102:10 133:5 notice 66:22 78:2 noticing 39:14 notwithstanding 78:17 nuance 114:9 number 22:18,19 37:4,5 56:3,5,11 82:3,4 83:5,8,14 92:17 96:17 105:12,15 107:3 107 10,18,23,24 107:24 118:10 121:24 122:1 127.1 NUMBERED 1:2 numbers 45:13 85:2 numerous 6:7 nut 61:22 nutshell 94:8 nut-and-bolt 62:6 63:1 <hr/> O <hr/> o 1.21 object 23:9 obligated 15:3 obligation 59:22 60:2 100:4 obtaining 44:1 obvious 80:13 130:3 obviously 48:23 49:10 57.13 86:20 115:16 OCC 89:2 103.1 130:2 occurred 62:24 OCC's 85:5 offer 27:21 35:3,3 82:19 105:9 107:1 111:5 122:12,12 offered 81:4 121.23 offering 21:4 office 2:22 3:2 4:25 6:13,18,19 31:18 31:20,24 32:2 41.9,10,18,19,21 41:22 56:23 108:17 129.10 offices 6:7,10 7:5	oh 9:13 23:24 60:13 70:19 80:23 91:5 96:4,16 97:23 100:9 106:21,23 107:3,4 114:17 129:6 okay 12:23 13:3 14:14 16:16 28:21 86:25 91.1 92:22 93:7,13 95:20 96:6 98:20 105:25 112:8,23 old 29:14 85:13 88:3 110:24 117:24 once 4:13 15:8 106:11,18 operate 117:6 operational 45:12 operations 18:22 operator 18:6 opportunity 5.12 40:19 63:3 82:11 84:15 opposed 11:12 14:17 44:20 88:14 90.11 127:17 opposite 38:19 optic 9:11 optical 9:5 75:6 oral 1:16 4:2 5:21 132:16 133:5 Orange 2:6 ordeal 78:14 order 14:6 15:13,14 15:15,23,24,25 16:1 18:11 22:2,3 22:7 24:10,11 25:11,14,22 27:6 27:25 28:11,13,19 28:24,25 29:2,6 30:2,13 31:2,9 32:18 34:23,25 35:22 40:1,2 45:5 56:20 65:16 67:24 69:2,18 70:7 71:23 72:1 76:4 76:12 77:7 87:9 101:22 ordered 5:14 8.6 45:8,10 60:21 ordering 126:16 order's 25:24 27:15 original 74.19 133:4 originally 10.5 OSS 15:21 18:3,5,5 18:14,22 45:12
---	--	--	---	--

46:23,24 47:5 48:4 50:13,17 51:4,5,7,19 52:3,3 52:10,19 53:1 54:7 63:14 78:22 96:12,18 97:16,21 98:7 101.6 106 7 108:25 ought 120.16 outrageously 82.5 outside 33:12 overall 11 10 104:8 overlashed 74.24 74:25 owned 40:2 53:18 owner 59:18,20 128:18 owners 131:15 owns 88:18 o'clock 1:19 132:23 P p 2:1,1 3:1,1 packet 26:17 page 19:17,23,23 20:2 21:4 24:8 26:7,10,21 27:6 32:8,18 33:6,6,7 112 5,10 pages 1:1 19:22 25:18,20,23 33:19 133.3 paid 8:22 11:6 71:10,12,21 89:8 90:10 98:3 125:14 125.14 pair 6:22,23,24,25 8.13,19 52:6 88:21 92:13 pairs 6 20 52.14 panel 4:9,12 129:20 paper 87:12 paragraph 24:12 24:13 27:7,8,12 27:17,24 32:18 35:14,21 69:15 70:6 112.10 116:4 paragraphs 22:5 24:9 77:5 parallel 77:4 92:2 Park 118:16 121:2 part 7:24 10:2 16:13 22:16,24 23 5,16 25.2 40.3 50.25 56.13 61.22 64 13,19 65:8,9 65 13 67.21 70:1 75.17,18 84 23	88:14,14 91:13 99:5 103:16 104:7 107.10,13 123:25 124:4 127:1 130:7 130:9 131 8 particular 61:8 130:15 particularly 33:19 parties 40:10 77.22 100:3 101.4 parts 40:23 56:18 67:7 party 53:15 101:10 122:7 path 32:21 47.4 Pause 35:19 pay 47:16,19 53:21 59:16 83:12 91.12 93:12 96:15,18 97:16 115:10 118 1 119:6 121 22 125:11,16 paying 53 24 payment 13:11 50:12,16 payments 15:3 pays 91:1 PDQ 37:22 71:6 Peggy 2:9 4:16 pens 31:17 people 36:17 59:25 90 12 93:5 94:12 114:7 people's 6:21 percent 56.9 57:7 57:13 58:3,13,15 58:15,17,17 59:6 90:9 92:17 perfectly 80:12 130:5 perform 62:12 performed 77:3 performing 61 7 period 53:12 122:24 permissible 69:19 permission 20:25 permits 44:1 permitted 43.2 perplexed 66:17 111.23 person 54.2 55.12 personal 16.11 102:20 128:24 129:8,13,17 perspective 25:3 37:3 43 13 45 1,4 46:11	persuasively 102:1 per-mile 52:17,19 62:3,10,17 petition 1:11 4:3 39:6,8 112:8 133.6 petitioning 86:23 phase 49:21,24 50:4 50:9 51:1 59:12 61:18 63:18 67:21 97:19 112:6,14,16 113:17 127:12 phases 112:13 phone 66:9 94:20 108:24 130:11 phonetics 95:21 physical 18:21 126:7,25 physically 24.20 59:7 pick 94 20 108:24 Picking 129:5 piece 9:9,9 11:4,21 14:7 15:16,23,25 16:1,2,17,18,19 18:8,10 19:1 21:11 23:5,10,20 41:5 53:10 55:4 106:9 112:22,23 112:23,25 114:22 124:13,13,14,15 124:19,23,23,24 125:1 pieces 9:3,8,16 11:23 21 17 22:11 22.14 52:9 124:8 pile 110:17 piles 87:12 pipeline 52:14 pit 128:22 place 10:20,25 45:12 46 7 96:13 114:7 placed 123 6 places 53.8 62:2 63.10 plan 12:12 34:3,19 34:21 35:16 36:9 56:11,13 69:4,7 69:10,13,16,19,25 101:19 115:22 116.13,17,19 122:11 123:2 130:25 131.6,11 plane 91:21 plans 12:11 57:20 59:10 123:11 125.9	plant 13:1 91:13 platform 8:10,11,17 16:2 98:18 116:12 116:15,16 platforms 98:14 117:6 play 88:3 players 63:5 plaza 57:5 please 13:14 35:22 52:2,24 75:25 76:1 120:8,25 plenty 66:18 point 8:19,20 10:10 10:15 12:19 14:15 16:7 17:6 22:8 41:6 49:10 51:18 61:2 62:4 69:2 71:15 72:16 80:5 82:23 84:10 99:17 104:11,12 105:2 108:3 116:22 120:7 121:5 124:11 125:4,6 127:16,23 131:19 pointed 49:4 92:5 102:23 103:1 109:22 123:5 130:8 points 5:20 7:20 47:12 pole 7:25,25 52:13 52:13 59:18,19 61.22 67:10 131:22 poles 7:19 9:17 12:7 23:3 59:21 60:1,3 66:4 67:11 71:2 86:3 89:4 94:15 131:21 policy 37.3 85:9 87:6,9,18 portion 103:12 124:16 126:16 portions 34:12 54.23,23 58.12 63:14 64:24,25 72.19,20 74:17 102:23 124:9,9 posit 20:8 posited 65:15 position 50:24 53:8 85:5 101.11 possess 101:22 possible 20:22 69:22 96:21 105:1 post 10:16 potential 90:11	POTS 109:13 122:12,13,21 POTS-like 110:1 power 93:21 Powering 93:17 practical 87:5 pray 46:21 prefer 47:16,21,25 48:3 117:2 prefers 97:9 premises 70:13 premium 60:4 prepared 45:11 present 2:11 50:5 56:23 57:16 58:25 82:2 84:2 presentation 13:5 presented 44:6 102:2 presume 45:6 109:24 presuming 15:20 16:24 33:13 45:25 pretty 23:22 59:20 86:9 87:14 94:6 prevent 82:6 83:11 price 12:15 81:3,8 82.8 96:16 118:13 119:6 121:8,9,22 121:23,25 125:21 125:22 priced 7:3 46:1,2,18 prices 7:6 pricing 7:10 14:3,4 14.5 46:4,13,19 46:20 98:4 109:1 principle 40:11 prior 122:17 probably 10:23 37:7 47:2 71:13 80:12 97:13 108:13 111:17 problem 15:18 19:9 42:4 46:16 60:14 61:6 93:18 94.1,2 94:3 117:16,17 problems 105:21 procedural 42:22 44:25 45:3 procedurally 28:20 proceed 43:8 47:14 50.19 120:25 proceeding 10:17 39:7 49:6,23 53:4 54:6,18 55:16 56:6 58:22 59:1 59.12 63 18 64:22 67.13,21,22 112:7
--	---	--	---	---

<p>112:12 123:23 proceedings 60:10 74 5 132:23 process 66:8 98 4 132:11 processing 98:17 processor 52:20 product 108:7 productive 104:10 productivity 92:18 professional 73:1 proffered 22:24 profit 54:5 Project 65:2 74:9 94:25 95:1,6 108:2,6,6,7 130:19 promise 13:4 112:2 112 3 promote 104:14 Pronto 65 3 74:9 94:25 95 2,6 108:3,6,6,7 130:19 proof 113:12,13 proper 103:9 properly 102:7 property 13:10 61:9 118:21,21 119:12,15 126:24 proposal 13:7,11 112:12 proposed 52:15 54:6 58:10 protected 71 23 provide 18:25 21:12,20 22:13 33 1,9,20 39:12 51:16 54:11 60:23 63:7 65:3 69:9,11 75:5,8 94 10 101:17,23 102:16 102:22,24 103:3 109:15,16,17,25 110:11,14,15,16 110:17 126:9,10 provided 58:23 provider 109:12,21 providers 69:13 provides 33:8 104:8 providing 22 21 66:1 101:1 110:6 114:3,6 122:21 prudent 125:17 public 1:8,17 21 6,6 21 13 37:3 39:15 59 16,17,23 85:8 87:6,9,17 133:13</p>	<p>pull 112:19 purchase 7:4 79:24 purchasing 105 18 pure 42:16 purpose 17:20 101:19 102:20 purposes 1:5 32:15 65:17,19 119:16 pursuant 126:24 pursue 11:20 put 6 10 14:6 17:24 21:9 23:11,14 47:22 53:23 59:3 62:14 68:15 70:21 81:12 87:19 93:21 96:9 105:8 108:15 108:15,17 114:21 119:22 puts 16:12 putting 90:9 105:15 p.m 132:24</p> <hr/> <p style="text-align: center;">Q</p> <hr/> <p>qualify 111:14,14 111:19 qualifying 109:25 110:11 quasi-loop 6:16 77:14 78:5 quasi-loops 30:23 question 13 4 73:19 75:20 84:3,12,13 84:14,25 85:20,21 86:10 89:15,15 95:1 99:5 105:5 127:15 questions 79:8 99:22 104:17 quick 89:14 105:1 quickly 23:22 95:23 128:12 quiet 95 10 quite 71:14 80:21 83:11 85:4 101:18 101:25 130:16 quo 38:2 quote 128:14 Qwest 126:11,15,16</p> <hr/> <p style="text-align: center;">R</p> <hr/> <p>r 1:21,22 2 1 3:1 race 93:14 railroad 91:22 92 2 rain 92:19 raise 11 13 109 3 raised 11:5 49:3,5 64:4 102:7 115:23 ramp 16 12</p>	<p>random 61:25 range 69:24 rapid 104:21 107:8 107:8 rate 10:16 62:13 90:22,23 91:4 127:7,8,11 ratepayer 10:20,25 71:11,12,21 ratepayers 10:7 11:6 89:22 90:11 90 17,18,19,24,25 91:5 125:16 128:21 rates 62:14 106:2 126:18 132:9,10 rationale 24:25 32:13 RBOC 88:17 90:13 96:3,3 RBOCs 88:10 97 23 130:15 reach 31:23 124:18 reached 89:11 read 20:20 26:7 46:10 95:6 106:3 120:8 reading 27:20,23 35:9 ready 63:7,7 89:10 real 32:13 73:9 95:14,23 114:18 realistic 47:9 realize 63:22 72:14 73:1 really 5:18 6:14 10:15,15,20,24 11:18,22 15:12 18:20 29:17 31:4 31:10 33:22 39:19 40:12 41:1 47:12 50:17 75:1 79:4 79:14 84:25 86:10 88:15,19 89:15 91:8 93:2,8,9 94:5 97:8,9 100:25 106:16 112:18 115 9 120:9,10 129:8 reason 55:5 80:13 127:19 reasonable 47:17 106:21 reasoned 100 21 reasons 59:23 130:4 rebut 49:10 82:11 rebuttal 120:16 126:5</p>	<p>rebutting 78:18 recall 74:19 93:16 93 23 recites 25:24 recognize 27:25 30:21 32:9 92:4 111:11 112:21 recognized 35:14 recognizes 27:9,23 32:6 reconciled 25:8 reconsider 28:8 record 26:8 64:22 66:16,19 67:13 68:7 74:5 105:15 records 56:19 57:19 57:23,25 59:18 60:17 red 8:21 17:16 21:17 30:12 41:16 52:11 88:13 89:5 92:11 109:24 119:16,23 130:11 132 13 reemphasize 64:6 refer 30:19 70:5 reference 26:5 29:1 referring 9:23 refers 22:10 reg 10:16,22,23 regarding 1:12 4:5 63:14 133:8 regular 113:4 regulation 90:15 regulations 36:6 regulatory 127:2,4 127:6,7 reject 26:18 35:23 rejected 26:3 27:16 27:18 34:21 102:7 relate 5:25 related 98 5 relied 76:19 relief 100:3 relies 25:11,14 38:10 76:4 rely 27:14 51:23 76:23,24 131:3 relying 77:6 remaining 5:15 91:17 remand 24:10,11 25:11,14,19,22,24 27 15,25 28:10 29:2 76:4,12 77:7 remanded 76:8,14 76:15 remember 85:3</p>	<p>89:23,25 90:1 92:17 115:25 remote 31:20,21 32:2 75:10 108:10 108:12,14,15,18 130:14 remove 63:14 removed 29:2 56:25 57:16,19 74:12 rendition 15:5,7 rent 16:23 53:22 54:3 110:8 118:6 118:11,13 121:14 121:15,18 rental 62:14 repair 53:3,5 repairs 53:25 repeatedly 95:5 replace 10:10 53:22 76:11 reply 123:6 report 95:7 Reporter 133:21 REPORTERS 133:22 repowering 93:16 representatives 56:22 represented 103:11 represents 81:5 100:25 repurpose 75:7,11 request 28:2 47:17 112:15 requested 9:19 50:7 59:8 122:2 requests 112:6 required 7:12 40:17 49:1 57:18 101:17 120:4 132:8 requirement 67:25 122:22 requirements 78:20 requires 44:24 114:11 requiring 44:23 reserve 71:16 resolution 58:25 87:5 resolved 57:17 58:23 59:11 respect 47:14 49:11 50:7,12,16 51:18 56:3 58 13 60:9 61:2 64:12 66:15 66:17 68:16,24 70:9 76:2 77:8 78:20 101:11</p>
---	--	--	---	--

103.4 124.21 respond 107:5 responded 12 21 28:10 105:9 response 49:22 97:7 116:18 122:4 responses 66:20 68:19 rest 17:13 restatement 64:7 resting 117:10 result 103:25 results 104:3 return 10.2,16 90:22 revenue 85:23 91:4 95:11 127:17,18 revenues 86:19 review 1.5 4:13 22.3,6 27 6 28:13 28:18,24 29:6 30 1,13 31:2,8 32.18 33:17 34.22 35 12,22 64:15 67.1 69.2 70:7 71 23 72 1 87:8 revisited 81:10 revokable 47:18 rewrite 92:7 Rich 4 21 rickety 110:24 ridiculous 116:8 riding 92:24 right 13:23 17.13 18:16,19 24.7 27 11 28 14 29:23 31:20 41:2 57:22 63:9 64:9,11 66:25 85:7,22 86:1,13 89:3,12 93 22 95 9,10,19 98:22,24 100 22 105:13 106:13 107:1 109:8 110:3 110:25 111:10,12 114:13 116:5 118:12,17,19,22 119 18 120:24 125 20 126:1 127 15,23 131:13 131.23 ring 131:23 rip 5 9 ripe 127 9 risk 57 11 58:2 99 4 99:7,12,12,19 risky 104.5 road 132.12	Rocky 31:25 32 1 roll 86:5 Rollinson 4.21 roof 53:19,22 121:4 room 81:13 131:20 rots 72.6 rotting 71 2 roughly 8:3 round 104:21,21,22 RT's 75:10 ruled 49:24 rules 13:21 35.10 36:5 ruling 1:12 4:5 43:4 67 20 68:23 70:14 133:8 rulings 50 12,16,22 126:9 run 6.20 32:22 33:7 33.9 52.6 running 93:10 runs 80:6 R.M.R 133.19 S s 2:1 3:1 safety 59:23 Sam 69:17 116:7 sampling 61.25 sat 122:1 satisfactory 131:18 saw 97:6 saying 19:5 35:1 36.3,8 37 19 48:23 52.21 61:13 72:18 73:13 76:6 78:12,17 84:17 105:25 117:4 131:5,16 says 20:3,24 21:7 25:25 26:10 27:11 32:9,10,19 34:18 38:3,13 39:5,5 43:4 55:19,22 68:13 69:15 88:1 99:14 103:6 112:5 112.10 113:21,22 114:17 122:8 124:4 125:23 126 22 SBC 2:4 12:3,4 13.11 48:25 51:20 52:3 54.7 55:11 56:6,10,17,24 57:18,24 58:24 63:22 64:4,17,21 65:1,15 66.8 67:16 68:6 70 10	70:25 71:5 72.7 72:18 73:24 74.3 77:6 81.1,9 121:18 122:18 123.4 124:4 130:16 SBC's 49:22 56:19 67:5,19 69:1 71:15 SBC/SNET 2:11 scaring 85:12 schedule 63:16 scheme 97:18 schmile 95:13,17 scope 43:2,2 49:20 61.4 112:18 second 19:22 23.10 24:12 25:9 35:18 40:5 51:18 104:21 secondly 44:14 section 27:12 28:18 102:13 see 12:17 17:18 28.15 30 11 34:18 50 11 59:10 60:25 62:22 82:18 99:12 99:17 100:9 109:19 110:19 118:24 123:7 seeing 5.5 80:13 seek 35:2,3 51:16 69:20 seeking 48:24 62:8 69:16 seeks 27:20 seen 59:7 60:11 64:8 segments 11:24 seizure 132:7 self-healing 92:21 sell 9:4 12:13 105:9 110:9 send 52.24 57:24 66:13 sends 31:12 sense 12:10 30:18 30:24 80:18 85:8 113:1,5 sent 28:7 sentence 49:17 separate 8:15 18:5 52:9 75:2 separately 51:3 serious 37:14 serve 69:16,20,23 service 17:22 18:10 21.1,2 22:13 24:2 24:6,22 25:1 50.2	50:13,17 51:3 59.16,17 60:23 61:4,7,15,16,21 63:8,15 65:23 66:3 69:9,11,12 78:21 96:8,14 102:17,25 109:25 110:1,6,11,13,15 111:3,13 114:13 114:16 131:9 services 18.6 21:19 22:22 39:10,13 42:14 51:17 65:4 66:1 69:21,25 74:10 75:6 92:16 101:3,23,23 103:3 111:2,6 114:4 serving 69:4 set 17:9 76:22 92:9 104:20 120:16 125:21 127:9,10 132:9 setting 31.5,22 110:3 settle 83:3 share 37:16,24 40:15 47:1,19 119:21 120:5 121:7 shared 8:11,12,17 14.16 120:5 shareholder 91:18 shareholders 8:23 9:1 10:2 11:3 90:20 91.2,3 sharing 27:19 34:25 35.4 120:2 Sharon 133:19 sheath 74:20,21 short 118:25 shot 84:24 shoveling 98:1 show 9:21 113:14 116:8 117:25 showed 40:25 108:11 side 16:8,8 41:3 72:24,24 90:8 97:2 130:1,2 sides 129:24 siding 53:20,24 105:24 signal 72.22 signals 31:12 silly 114:8 Similar 15:10 simple 6.4 52:19 73:9	simply 24:14 101:19 sing 123:16 single 58:21 124:25 sir 19:7 20:16 27:4 83:25 sit 63:17 66:9 85.24 122:2 site 109:11,15 123.5 sits 72:6 sitting 18:16 52:20 89:3 94:6,15 117:18 129:23 situation 23:14 55:14,25 72:21 six 62:2 90:2,6 91:9 Slater 122:16,17 123:13 Smith 7:8 Smithers 111.4 SNET 10:6 13:20 43:6 53 6,8 59:18 77:25 84:14 85:19 86:18 87:10,24 88:5,9 89:19 92:7 97:22 105:5 128:14,21 129:9 130:5 131:3,19 SNET's 64:13 75.13 SNET/SBC 8:23 social 104:1,14 sold 9:3 115:16 sole 54:1 59:19 solely 8:23 44:10 somebody 52:20 86:12 somebody's 41:19 someone's 7:8 108:18 somewhat 50:11 song 129:4 sorry 19:7 55:13,19 55:24 57:4 96:22 100:11 121:19 125:3 128:2 sort 17:11 50:25 74:7 sought 62:20 sounds 14:25 52.23 99:14 South 130:15 Southern 1:13 2:2,4 4:5,16 133:8 space 60:6 spare 23:15 spares 90.6 speak 78:8 82:13
---	--	--	--	---

<p>speaking 9:17 12:1 16:15 31:17 41:12 specialized 67:14 specific 23:14 26:7 27 17 30:17 34:12 34 20 35:16 36:21 41 6 69:1,3 76:18 specifically 25:23 26:1,10 27:16,20 34:21 35:23 37 10 68 9 specifics 46 6 speculative 103:23 spell 95:16 spend 36:25 37 25 64:1 88:10 110:23 111 1 114:20,24 128 19 131:15 spending 96:7 spent 81:21 90:24 split 47 15,17 90:1 spoken 21 24 51:6 spool 18:16 24:13 24:16 SPV 7 17 8:25,25 10:5 62:5,16,19 62:24,25 74:19 Square 1 17 133:13 Squirrels 92:18 staff 74:1 82:1 stake 26:14 stand 63:12 standard 13:25 24:24 25 13,25 26:1 27:11,15 28:3,25 29:6,9,11 29:13,22 32:24 33:22,25 43:24 standards 24 3 42:6 43:20 standing 43:14,15 43:16 61:12 stands 50:15 star 119 23 start 6:4 48 22 49:16 51:5,11 started 10:15 12:16 starts 10:21 state 1:7 5:19 6:3,6 6:8 7 2,19,21 8:2 8 22 9:13 10:12 38 11,16 39:22 49:2 54 25 58:18 61:23 62:2 66:1 67:8 77:5 98:21 101 14 118 18 122 23 125:20 126 18</p>	<p>stated 56:25 statement 107:16 statements 56:17 states 38:14,15 126:12 statewide 77:23 122:12 state's 38 22 status 38 2 statute 35:2 38:23 39:5,5 40:17 42:18 102:13 statutory 21 14,23 stay 38:2 steal 120:11 127:21 stenotype 133:5 step 19:15 101:1 103 21 steps 29:16 sticks 119 14 stipulation 57:17 58:23 stock 91:6 stop 120 21 stopped 56:21 stored 66:5 straighten 59:17 street 2:6,17 73:25 91:7 111:5 114:6 133 23 streetlight 60:17,22 stretch 62:1,1 strictly 39:4 stripped 89 6 stripping 86:2 strokes 41:12 stuck 99:8 studies 14:6 45:10 45:23 study 62:13 96:9,14 97:20 98:4 112:15 stuff 9:18 18:25 32:4 36:5 41:17 75:14 86:6 88:8 88:18,19,20 89:5 89:25 96:10 98:7 106:6 109:24 111:7,23,24 114:15 118:8 stupid 109:8,8 subject 13:20 15:20 24:4 43:12,22 70:3 72:5 77:19 subloop 41 22,23 subloops 41:5 submit 25:7 27:13 42:24 54 13 55:4 65:11,20 70:2</p>	<p>76:9 103:10 submitted 53:3 74:3 subsection 20:5 subsequent 50:3 substantial 43:9 substantially 76:22 substitute 92:10,12 94:17 succinctly 22:8 sudden 92:25 suddenly 93:9 suggest 29:1 97:19 suggested 61:18 103:8 suite 69:24 sum 78:12,17 summarizing 28:19 summary 28:17,18 sunk 43:25 Superior 57:5,18 73:25 82:22 support 18:6 65:12 supports 64:18 suppose 129:4 supposed 11:2 49:21 supposedly 118:19 sure 9:25 14:18 19:20 21:24 45:2 47:22 57:22 89:19 89:23 95:24 96:19 97:16 99:11 102:18 107:2 111:25 113:16 128:20 surprise 106:14,14 surprised 50:11 81:20 surprising 129:1 surrounding 49:25 50:2 67:9 survived 121:18 sustainable 79 2 sweet 94:6 switch 14:20 77:10 114:17 switches 26:17,17 switching 7:11 41:10,25 system 10:5 15:21 17:13,15 72:19</p>	<p>58:2 61:24 62:1 65:6 66:22 94:18 98:5,9 99:4,18 101:10 103:21 113:10 115:6 119:9,14 131:17 132:20 taken 50:9 58:5 133:5 takes 58:24 takings 126:7 127:2 talk 24:13 31:2,3,5 31:6,7 41:4,8,10 41:11 51:2 72:15 72:20 80:14 87:7 88:16 89:7 90:23 91:5 107:19,20,21 108:1,24 109:15 112:9 113:4 121:22 123:1 talked 74:12 80:1 87:24 88:19,21,22 92:11 96:9 98:8 113:12 124:2 talking 5:24 6:14 7:16 9:18,22 34:25 41:16 45:2 52:3,7,8,11,12 64:2 70:24,25 117:8 121:11 talks 43:24,25 116:7 tariff 40:17 123:22 tariffed 40:7 tariffs 109:21 122:11,14 123:4 task 48:6 technical 40:8,20 46:14,17 61:19 63:16 68:16 75:13 77:11 96:2 98:7 99:15 101:5 113:7 113:20 technically 39:17 40:6 44:16 113:15 technicians 53:7 technological 47:7 technologies 70:11 70:18 technology 37:23 69:5,22 70:1,24 71:6,6 88:13 116:11 telco 27:8 33:8 101:17 102:12 103:8,13 112:6 126:24 Telcom 126:22,24</p>	<p>telco's 5:15 70:2 112:11 telecommunication 21:2 22:17 39:13 42:14 101:2 103:3 114:4 telecommunication... 17:21 18:17 21:1 21:5,12,21 22:13 22:22 24:1 30:19 30:25 65:3,17,19 74:10 101:20 102:16,22,25 104:13 131:9 Telemedia 39:25 telephone 1:13 2:2 2:4 4:6,17 39:9,11 39:20 40:4 133:9 telephony 66:1 75:8 90:11 93:12 122:14 tell 5:16 42:8 107:3 107:22 109:9 114:25 125:15 telling 38:5 120:9 ten 14:12 52:22,25 73:12 96:16,17 98:3 121:3 tend 32:14 105:10 tends 105:11 tentatively 8:6 term 20:24 77:14 terminal 31:20,21 31:22 108:11,12 108:18 130:14 terminals 32:2 75:10 108:14,16 terms 77:11 94:23 terrible 97:25 terrific 85:6 test 20:1 22:14,20 23:11,12,25 70:11 76:14,15,21 114:1 114:9,11 tested 121:17 thank 4:23 5:6,11 14:21 19:6 20:15 27:2,3 34:15 38:25 48:9 73:14 75:23 79:10,17 83:15,17,19,21 116:3 120:13 132:2,14,15,16,16 132:19,21 thankfully 121:13 thanks 99:24 106:5 106:7 119:25 131:25</p>
---	--	---	---	---

theme 129:4 theory 40:11 they'd 103:16 thing 12:16 16:22 16:23 40:14 54 14 58:21 59:11 61 11 80:18 81 12 87:5 88 11,16,23 89 13 89:22 90 8,9,16 91:6,9 92:3,18 96:3 97:24 98:25 99:2,6,19 104:1 105:4 106:13 108:23 113 24 117:5 things 18:20 28:9 37:3 41 11 42:1 45:7 47:13 49:11 49:11 77:17 80:4 86:21 91 24 97:15 109:23 111:22 117:8 118:3 think 8 8,16 9:11 9:13 13:15 16:20 17:2,7 21:23 29:20 32:11,14 33:15 38:6,6 40:10 41:15 46:9 46:12,18 47:12 48:7,22 51:8 56:1 56:4 57:11 58:17 61:20 68 22 74 2 74:4 76:5 77:4 78:7 79:1,9 82:18 82:21 87 24 90:14 92:6 93:3 97:15 97 17 98:23 100:19,21 102:7 102:25 103:23 104:4,8,16,19 105:16 108 3 113:4 120:9 121:5 127:23 129:2,16 130:21 131:1,12 132:13 thinking 111:9 117:18 third 4:11 61:2 thorough 64:15 127:3 thoroughly 98:23 126:4 thought 44:9 106 4 106:20 111:22 117:20 thoughtful 100:20 thousand 52 21,25 73 12 118:7,14	three 31:2 51:2 90:2,8 107:9 119:8 three-mile 61:25 threshold 21:15 22 15 threw 45 24 throw 112:3 125:17 throwing 74:17 tied 120:23 tigers 115:1 till 114:24 time 23:20 32:10 45 2 47 9,9 48:9 57 16 59:4 63:5 68:6 82:16 97:16 103:18 106 10 108:13 122 24 129:3 132:17 times 52:25 73:12 81:6 87:8 timing 101:6 tingling 89:17 tiny 124:8 Title 102:12 today 4:12 7:16 49:4 64:3,21 94:11 95:24 109:18 111:3,6 113:18 130:21 131 22 told 50:1,8 51:7 83:8 95:4,5 96:5 Tom 132:18 tomorrow 39:25 109 1 top 24:9 74:24,25 torture 79:12 total 47:25 totally 94:18 touch-and-go 111:11 town 60:23 track 92 8,24 93:1 94:14 tracks 91:22 92 2 traffic 95:12 98:19 transaction 105:23 transcript 1 14:13 95:16 transcription 133:4 transition 64:17 transport 7 5 16:8 41:8,20 74:9 108:5 tremendous 63:3 trial 78:14 94:24,25 95 2,13 131:7	tried 35:1 37:20 79:13 triennial 22:2,6 27:6 28:13,18,23 29:6 30:1,13 31:1 31:8 32:17 33:17 34:22 35:12,22 67:1 69:2 70:7 71:23,25 87:8 TRO 22:2 28:4 29:7 29:18 30:5,6 32:4 38:13 40:21 69:6 69:14 70:13 76:11 76:12,21,22 77:5 87:7,20 88:1,16 88:18 110:2 130:17 TRO's 43:23 truck 86:5 true 55:5 56:19 111:3 truly 100:25 trunks 111:7 try 13:12 37:21,22 100:14 trying 17:5,8 42:9 97:4 120:11 122:25 124:7 TSLRIC 7:3 14:3,4 46:2,2,7,19,20 61:6,7 106:2 109:1 tube 8:16 turn 5:21 9:12 23:7 66:6,12,12 82:14 110:24 turning 103:19 turns 72:23 twisted 8:13,19 52:6,14 88:21 92:13 two 7:5 16:4,5,9 18:20 21 10 22:10 22:14,19 24:9 26:15 30:2 37:5 50:9 51:3 56:3 57:6 59:12 61:18 63:18 81:13 84:23 90:3,4,6 91:21 92:2 97:14,20 107:18,24 112:13 112:16 119:8 122:1 126:6 127:1 129:24 type 14 5 17:23 46:25 71 24 88:18 types 70:15 126:6 typically 41 6	T.V 93:5 <hr/> U UAPA 66:21 Uh-huh 21:8 33:4 34:10 ultimately 59:1 63:2 81:3 unacceptable 60:21 unbelievable 92:20 unbundle 13:22 15:19 16:22 31:12 32:20 36:6,24 37:15 38:12,14,16 39:3,8,21,23 40:1 40:3,6,12,13 43:11 44:17 54:10 67:23,24 70:14 71:9 77:9,19 78:6 79:1 101:15 108:25 126:16 127:13 unbundled 1:14 4:6 6:5,17 7:1,10,13 8:5,6 9:19 14:1 20:7 22:25 30:15 30:16 31:9 34:1 36:5,11 40:24 41:13 44:18 48:25 69:19 77:17 101:21 107:25,25 109:23,24 116:22 123:21 124:1 131:10 132:8 133:9 unbundling 5:15 12:22 13:21 15:20 19 16 24 4 25:6 30:3,7 32:23 33:12 35:10 36:2 36:21 37:11,12,13 38:11,22 40:15,22 43:13,22 49:13,25 55:1 67:22 68:4 69:1,3 70:3,10 72:5 77:20 103:7 123:23,25 124:15 124:17,18 underground 8:1 underlying 110:6 127:19 understand 11:11 12:3 13:6,7 14:13 17:1 67:18 75:19 97:9 111:21 129:15 understandable 130:6	understanding 13:15,18 73:23 74:2,6 understood 13:12 17:6 UNE 7:6 14:4 15:8 23:19,23 24:10,10 24:17 25:11,14,19 25:22,24 27:15,25 29:1 46:20 55:7 76:4,12 77:7 110:8 122:3 uneconomical 69:18 unequivocally 121:16 126:23 UNEs 69:8,11 unfair 101:9 unfeasible 44:16 unfortunately 50:14 63:10 unintended 50:22 unintentionally 43:1 unique 53 8 88:17 United 126:11 133:22 units 72:24 unnecessary 51 20 54:8 56:5 unpleasant 104:3 unrealistic 45:6 unreasonable 27:22 35:7 105:14 unrooted 26:13 unwinding 74:13 upgrade 53:5 57:12 58:10 62:11 110:23 upgraded 53:13 upgrades 53:25 80:3 upgrading 93:11 upheld 44:23 uphold 26:15 35:1 upholding 25:22 up-front 50:20 usage 102:15 use 12:5 15:1 17:9 17:16,20 23:6,6 23:17,19,23 24:9 36:10,14 43:14 46:13 47:24 51 12 54:12 55:19 63:12 65:22,24 66:2 70:19 75:11 77:13 78:23 88:6 93:4,6 94:7 95 21 98:14
--	---	--	--	--

98:15,24 102:21 103:20 105:13 108:23,24 114:23 116:15,20 127:12 131:5,6,11 useless 34:7 53 9 users 55:4 uses 17:19 USTA 26 3,6,10,19 26:22 27:10,16,19 28:1 30:2,5 34:21 34:24 35:11 37.9 38:2 Utility 1 8,17 133:13 utilize 50:19 51:16 66:22 69.19 79:6 122:23 utilizing 55:21 U.S 126 13	voiceover 17 23 111:9,12 <hr/> W W 133:11 wait 66:9 93:13 waiting 83 5 waive 113 19 waived 68.9 112:25 113:2 waiver 68:21 walk 47:23 119:10 Wall 91:7 wandering 87:13 want 7:4,7,9 12:20 16:21 17:15,16,20 27:7 32:21 39:19 46:7 47 14 50:23 60:1 62:9 64:5 69 8,10 70:17,19 77 12 78:3,9,12 78:16 79:24 80:21 81:14,14 84:14 86:8 88:4 91:8 93:20 95:5 98:18 98:19 99:6 105:5 105:13 106:10 107.23 108:22 109:1,2 110:25 115:12,13,13 117 12,13,15 118.13,14 120 10 121.7 124:10,11 125:13,23 127:16 127:17,19,19,20 131 3 132:5 wanted 9:20 93:20 110:8 115:24 131:11 wants 12:13 15.10 53:16 54:12 69:23 72.1 79 6 108:23 120:10 warehouse 66:5 warranted 44:11 wasn't 11:18 38 9 117.4 Waste 86.8 watch 85:24 watching 96:25 water 97:25 Waterbury 39:25 wattages 60:19 way 13:13 15:3 21:16 23:2,6 25:3 33.11,23 37:7 45:19 46:5 59:8 76 10 78:15 79:1	83:12,13 86.4 96:21 97:19 102 13 104.23 111:8 116:25 117:3 121:20 128:21 130:11 wealthy 128.19 web 109:11,14 123:5 weeks 131.20 went 9:14 43.1,18 49:20 76:20 81:2 87:12 112:17 weren't 74:16 92.19 West 66:11 111:2,5 wet 47:13 we'll 16.22 18:25 19:2 40:13 47:5 62:10,11 82:15 84:20 91.25 99.14 100:7,10 115.10 131:16 132 20 we're 4:2 5.24 6:14 7 16 9:18,22 10:22 36:3,8 51:25 52:7,8,12 55:13 58:19,20 59:5,9 62 8 63.7 63:12 65:7,8 66:9 66:12 70:24,25 71:17 73:8 82:4 82:25 86:11,14,14 91:11 93:12,14 95:7,8,9,9 97:4,23 97:24 98:8 101.7 104:20 109:6,7,8 116.9,14 117:8,10 118.25 120:2 121:11 122:25,25 123:24 129:19 130:3 we've 9:2,14 10:22 12:12 16.14 51:6 51:6 54:5,10 56:18 64:3,7,8 75.3,3,4,7 88:21 90:13 92:3 95:25 96:1,2 105:8,11 108.14 113:16 114.2,4,14 120:4 120:5 122:13 123 2 124.3 127:18 whatsoever 21:16 44:7 whoa 93:10 wholly 56:5 wide 91.22	wife 118:25 William 2:23 4:24 willing 47:6 57:10 59:5 89:9 99:4,18 107:1 114:24 121:21 win 7.6 78.10 85:19 86:18 109:6,6,7 110:5,10,10,14 119:10 wins 110:4 winter 45:16 win-win 85:10 86:15 win/win 119:10 wire 60:5 74.6,8 wires 60:1 wish 99:20 withdraw 94:1 witnesses 68:15,18 113:4 won 15:15 wonderful 106:4 111:7,24 116:16 118:3 woods 114.23 word 39:15 43:14 43:16 52:20 98:17 words 39:9 work 9:2 18:15,25 37:20 93:3,6 98 24 118:4 workable 55:25 worked 54:17 63:19 91:14 94:9 working 21:18 94:13 works 71:7 93:3 world 103:20 worried 91:24 worth 81:7 82:18 105:16 115.9,10 118:17,19 121.4 worthless 53:10 wouldn't 79:23 80:17 111:13,14 111:19 113:5 wound 74:7,16,21 wrap 95:22 wrapped 66:4 wrench 45:25 Wright 3:3 5.1,2 100:1,12,12 132:3 132:4 write 91:16 writing 87.19 121:25 written 5:17 11:14	12:3 42:23 45:24 49:7 64:4 89:7 102:5 106:3 115:6 120:8 wrong 13:20 45.6 45:13 73:16 85:25 87:11 90:5 118:9 119:18 wrote 89:14 91:15 <hr/> X X 12:20 38:18,19 <hr/> Y yeah 85:17 89:12 91.15 99:14 105:25 113:2 114:17 116:7 years 10:23 96:6 121:3 122:13 York 118:16 <hr/> Z zero 115:9,10 <hr/> \$ \$10 114:20 \$300,000 111.1 114:19 115:1,17 125:11 131:15 \$400 119:7 \$5 51:10,10,11,12 \$50,000 121:4 \$500 53:22,24 118:1 <hr/> 0 00-08-14 8:24 56:12 01 131:18 03-01-02 1:10 4:3 133:6 06103-3469 2:18 06105 133:24 06510 2:7 <hr/> 1 1 1:2 45:9,11,12,20 46:5 47.9 56:10 56:16 1:00 100:5 1:15 132:23 10 1:17,18 43:3 133:13,14 10th 66:13 100 26:21 11:05 1:19 111 133:23 115 35:14,21 69:15
--	---	--	--	---

70:6 116:4	51.319 41:24			
132 133:2	56 22:6,7			
133 1:1,2				
15,000 118.17	6			
153 102:13	6 57:7,13 58.3,13			
153-29 22:9	58:15			
16-247(b)(a) 38:23	6-percent 57:9			
44:24	60 22.6			
176 32:18	600,000 48.1			
18 60:14	672 126:12			
185 2.17				
	7			
2	7 58:15,16			
20 126:14 131:18	70 92:17			
200 57:1 119:9	750-megahertz			
2001 56 10,16	93:11			
126:13,14				
2003 1:19 43 3 45:9	8			
45:11 133:15	8 58:17			
2004 45:12,13	8,000 45:17			
247(b)(a) 68:13				
26 126 13	9			
28 27.6	90s 10:21,24			
29 20.5,23	94 56:9 59:6			
290(F)3RD 26:6				
296 32:18				
3				
3,196-mile 57:6				
30 25:18 45:21				
300,000 115:20				
3000-plus 45:18				
31 25:18 27:7,8,12				
27.24				
310 2:6				
3100 8:3				
35 19:22 26:21				
36 19:17,22,23 20:2				
24 8				
37 32:8				
4				
40 25 20,23				
41 25:20,23 33:19				
415 26.6				
42 33.19				
428 26:10				
46 21:3				
47 41:24				
47-USC 102:12				
47-USC-153 20:5				
47-153-29 20:10				
48 126:12				
5				
5 112.10				
50 90:9				
50/50 90.1				